

TREASURER'S ENDORSEMENT

I hereby certify that I received \$12 and issued

the sum of \$12 to the holder of the mortgage

and on this 12th day of Sept. 1924.

267794 - BH

MORTGAGE OF REAL ESTATE.

Dated this 12th day of Sept. 1924.

W. W. Gentry, County Treasurer

We, Fannie B. Lynch and William Lynch, husband and wife, of Tulsa, Co. Okla., hereinafter called mortgagor, to secure the payment of three thousand (\$3000.00) dollars, paid to mortgagor by mortgagee, do hereby mortgage unto Clara Borochoff, mortgagee, the following described real estate, with all appurtenances, situate in Tulsa County, Oklahoma, to-wit:

The northeast quarter (NE $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of section thirty four (34) township 20 N. range 13 east, as farther security mortgagors hereby assigns and conveys to mortgagee an undivided $\frac{2}{3}$ of all incomes and royalties provided for in mining lease dated Jan. 23, 1920, from the mortgagors to John H. Leavell, duly of record against said land, book 288, page 254, records of Tulsa Co. Okla. this shall not apply to any ordinary rentals for not mining coal.

Mortgagor warrants the title to above premises and that there are no liens or incumbrances thereon except as stated in this instrument.

This mortgage is executed to secure the performance of each obligation herein made by mortgagor, one of which obligations is to pay said mortgage, his heirs or assigns, the said indebtedness above named, with interest as herein stated, to-wit: \$3000.00 represented by the one promissory note of mortgagor, of even date herewith, as follows: One note for \$3000.00 due Sept. 19, 1926.

Each note above named bears interest at the rate of 8 per cent per annum, payable semi-annually from date and ten per cent per annum after due.

Failure of mortgagor, his grantees, heirs or successors to pay the principal or any part thereof, or the interest thereon, when due, of any prior mortgage or lien on said real estate or any part thereof, shall render all money secured by this mortgage due and payable at once without notice.

In event of foreclosure of this mortgage, mortgagee agrees to pay an attorney's fee of ten dollars and ten per cent of principal and interest unpaid and this mortgage secures the same.

Mortgagor agrees to pay all taxes or assessments, general or special, levied against said premises when they are by law due and payable.

Now, if any of said sum or sums of money secured by this mortgage, or any part thereof, or any interest thereon, is not paid when due, or if the taxes or assessments levied against said property, or any part thereof, are not paid when due same are by law due and payable, or if there is a failure to perform any obligations made in this mortgage then in either event the whole sum or sums of moneys secured by this mortgage with all interest thereon shall immediately become due and payable, and foreclosure may be had of this mortgage. Said mortgagor expressly waived the appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

Dated this 12th day of Sept, 1924.

Fannie B. Lynch,
William Lynch.

State of Oklahoma)

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County of Tulsa) Before me, a Notary Public, in and for the above named County and State, on this --- day of September, 1924, personally appeared Fannie B. Lynch and William Lynch her husband, to me personally known to be the identical persons who executed the within and foregoing mortgage, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.