

271423 O.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$116.22 and issued Receipt No. 17244 thereon in payment of mortgage tax on the within mortgage.

Dated this 6 day of Nov 1924

W. W. Sackey, County Treasurer

W. W. Sackey

MORTGAGE ON REAL ESTATE

THIS INDENTURE, Made this 5th day of November A. D. 1924, by and between William Hackendorf and Florence N. Hackendorf husband and wife of Tulsa County, State of Oklahoma, parties of the first part and H. E. Hanna party of the second part.

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WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two Thousand Seven Hundred and Thirty-seven and 65/100 DOLLARS to them in hand paid, by the said parties of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold and by these presents do Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to his heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

All of Lots Five (5) and Six (6) in Block Twenty-eight (28) of College Addition to the City of Tulsa according to the recorded plat thereof

with the tenements, appurtenances, and hereditaments thereunto belonging, and all the estate, title and interest of the said parties of the first part herein, together with the rents, issues and profits thereof. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. Except a mortgage of record to Tulsa Mortgage Investment Company for four Thousand Dollars.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand Seven Hundred and Thirty-seven and 65/100 Dollars together with the interest thereon according to the terms of one certain promissory note executed and delivered by the said parties of the first part to the said party of the second part, described as follows: Of even date herewith, payable in installments at the times in said note stated, with interest from 11-10-24 at 5% per annum until maturity and after maturity at the rate of ten per cent per annum until paid, the interest payable monthly, the principal sum payable in installments as follows: Sixty or more Dollars on the first day of December, 1924 and Sixty or more Dollars on the first day of each and every month thereafter until said note shall have been fully paid

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$2500.00 and the policy in case of loss, payable to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and draw interest at the rate of ten per cent. per annum, payable semi annually from date said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the parties of the first part shall fail to pay, or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same becomes due, or should said mortgagors commit waste on said described premises, then the said note and all the sums secured by this

COMPARED BY
JPS and Jhy