Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 2, 1924 at 4:10 o'clock P. M. in Book 498, page 634

By Brady Brown, Deputy

THEOLOGICAL CONTRACTOR I hareby write that some a \$3.00 and some

Region No 17597 forming in payment of mortures.

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V. B. June

(SEAL)

O. G. Weaver, County Clerk

273219 C. J.

REAL ESTATE MORTGAGE (WITH RENT ASSIGNMENT)

KNOW ALL MEN BY THESE PRESENTS:

That Frank Fixmer and Irene Fixmer, his wife, of the County of Tulsa State of Oklahoma, for and in consideration of the sum of Three Thousand and 00/100 Dollars, in hand paid by THE OKLAHOMA SAVINGS AND LOAN ASSOCIA-TION, a domestic Building and Loan Association, incor-

porated under the laws of the State of Oklahoma, with office and principal place of business at Oklahoma City, Oklahoma, do hereby sell and convey unto the said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, its successors and assigns, the following described real estate situated in the County of Tulsa and the State of Oklahoma, to-wit:

Lot One (1) in Block Nine (9) Lindsey's Second Addition to "ulsa, Oklahoma For additional and like security, all rents, or other earnings and income of and from the said real premises, are hereby made over and assigned to the mortgagee, with power and authority on its part, after any breach in the condtions of this mortgage, to collect and retain the same, the net proceeds to be applied and credited to the payment of the several items provided for herein.

"Appraisement is hereby waived under the laws of the "tate of Oklahoma, relating to forced sales of Real Estate."

To have and to hold the above granted premises, with all the improvements and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever. And the said Grantors for themselves and their heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that the said premises are free from encumbrance, and that they have good right and lawful authority to sell the same, and that they will Warrant and Defend the same against the lawful claims of all persons whomsoever.

The conditions of this Mortgage are such, that, Whereas, the said Frank Fixmer and Irene Fixmer, his wife, have assigned, transferred and set over unto the said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, as a further security for the payment of the promissory note hereinafter mentioned, 30 shares of Installment Stock, in Class B, No. 17553, issued by THE OKLAHOMA SAULVAS ANGHALXO THE OWN SAULVAS AND LOAN SERVINGS AND LOAN ASSOCIATION, one promissory note bearing even date herewith, being No. 3837 for the sum of Three Thousand and 00/100 Dollars,

Now if the said Frank Fixmer and Irene Fixmer, his wife, their heirs, assigns, exe cutors, or administrators shall well and truly pay or cause to be paid, the aforesaid note, according to the tenor thereof, and all assessments, dues and fines on said Stock, to the said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, its successors or assigns, according to the By-Laws of said Association, and keep said premises insured against loss by Fire and Tornado, and pay all taxes, liens, charges and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is furthere agreed that if default shall be made in the payment of said sums of money, or any part thereof, as hereinbefore specified; or if the taxes, insurance, liens, charges and dues or any of them assessed or charged on the above real estate shall remain unpaid after the same are due and payable, then the whole indebtedness, at the option of the holder, including the amount of all assessments, dues and fines on said stock, shall become immediately due, and the said Grantee, its successors or assigns, may proceed by foreclosure,