

216510 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. A. Cranfill and N. E. Cranfill

a _____ of Tulsa County, Oklahoma, part _____ of the first part, have mortgaged and hereby mortgage to Tom Payne

of _____ part _____ of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Eight (8) in Block Three (3) Yarn Sub-division to the City of Tulsa, Tulsa County, Oklahoma, according to the Recorded plat thereof.

Subject to the following: "TREASURER'S ENDORSEMENT. I hereby certify that I received \$3.00 and issued receipt No. 5081 in payment of mortgage tax on the within mortgage. Dated this 26th day of Sept. 1922. Signed Wayne L. Dickey, County Treas.

This mortgage is given as a part of first mortgage.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of _____

Twelve Hundred and sixty and No/100

with interest thereon at the rate of 8 per cent, per annum, payable _____ annually from _____

according to the terms of _____ certain promissory note _____ described as follows, to-wit:

These notes being consecutive from October 22, 1923 to Feb. 22, 1927, being notes Numbers 12 to 54, inclusive. Each note to carry its own interest on the unpaid balance.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ^{ies} hereby covenant _____ and agree _____ to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part ^y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ^{ies} of the first part hereby agree _____ that in the event action is brought to foreclose this mortgage, ^{they} will pay a reasonable attorney's fee of \$10.00 and ten per cent of full amount unpaid _____ DOLLARS, which this mortgage also secures.

Part ^{ies} of the first part, for said consideration, do _____ hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 14th day of December, 1922

J. A. Cranfill _____ SEAL

N. E. Cranfill _____ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 14th day of December, 1922, personally appeared _____

J. A. Cranfill

and N. E. Cranfill his wife

to me known to be the identical person ^s who executed the within and foregoing instrument 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.

Witness my signature and official seal the day and year last above written.

My commission expires July 30, 1925. (Seal) Georgina B. Hammett, _____ Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Dec. A. D. 1922 at 10:45 o'clock A. M. Book 402, Page 126

By F. Delman, _____ Deputy, (Seal) O. D. Lawson, _____ County Clerk.