

218050 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. E. Lofton and A. L. Moreland

a \_\_\_\_\_ of Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, ha<sup>ve</sup>  
 mortgaged and hereby mortgage to Vandever Investment Company

of \_\_\_\_\_ part <sup>ies</sup> 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) Block one (1) of Woodward Park  
 Addition to the City of Tulsa, County of Tulsa, State  
 of Oklahoma, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 12.00 and issued  
 Receipt No. 7777 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 7 day of Jan 1923.

WAYNE L. DICKEY, County Treasurer

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

This mortgage is given to secure the principal sum of \_\_\_\_\_

SIX HUNDRED

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date of deed

according to the terms of 12 certain promissory note S described as follows, to-wit:

First note for \$50.00 plus Interest Due February 2nd, 1923.  
 Second note for \$50.00 Plus Interest due March 2nd, 1923.  
 Third note for \$50.00 plus Interest due April 2nd, 1923.  
 Fourth note for \$50.00 plus Interest due May 2nd, 1923.  
 Fifth note for \$50.00 plus Interest due June 2nd, 1923.  
 Sixth note for \$50.00 plus Interest due July 2nd, 1923.  
 Seventh note for \$50.00 plus Interest due August 2nd, 1923.  
 Eighth note for \$50.00 plus Interest due September 2nd, 1923.  
 Ninth note for \$50.00 plus Interest due ~~November~~ October 2nd, 1923.  
 Tenth note for \$50.00 plus Interest due November 2nd, 1923.  
 Eleventh note for \$50.00 plus Interest due December 2nd, 1923.  
 Twelfth note for \$50.00 plus Interest due January 2nd, 1924.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> hereby  
 covenant S and agree S 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 <sup>ies</sup> shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part <sup>ies</sup> of the first part hereby agree they, that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee of 10% of principal & \$10.00 as attorney fees DOLLARS,  
 which this mortgage also secures.

Part <sup>ies</sup> the first part, for said consideration, do S hereby expressly waive appraisalment of said real estate and all benefit of the  
 homestead, exemption and stay laws in Oklahoma.

Dated this 2nd day of January, 1923.

W. E. Lofton

SEAL

A. L. Moreland

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 2nd  
January, 1923, personally appeared \_\_\_\_\_

A. L. Moreland and W. E. Lofton

and \_\_\_\_\_

to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ 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.

Hand

My commission expires June 19, 1926. (Seal)

J. O. Osborn

Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Jan. A. D., 1923.

at 1:30 o'clock P. M. Book 402, Page 218

By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk.