

220966 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. Donohoo and Ollie A. Donohoo, his wife,

of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to The Central National Bank of Tulsa,

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

Lot Nine (9) in Block One (1) of North Denver

Addition, to the City of Tulsa,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$40.00 and issued Receipt No. 76014 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of Feb 1923

WAYNE L. DICKEY, County Treasurer

Atty. Deputy

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

Two Thousand and No/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable annually from maturity

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

Dated January 25, 1923, due in 90 days from date, for \$2,000.00, payable to the Central National Bank of Tulsa.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 1st 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 DOLLARS, which this mortgage also secures.

Part 1st 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 5th day of February, 1923

J. Donohoo

SEAL

Ollie A. Donohoo

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 5th day of February, 1923, personally appeared

J. Donohoo and Ollie A. Donohoo,

and

to me known to be the identical person 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 June 12, 1923. (Seal) Amy M. Walton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5th day of Feb. 23

at 2:00 o'clock P. M. Book 402, Page 442

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