

COMPARED

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MORTGAGE RECORD NO. 402

463

The News-Dispatch Print & Audit Co., Spaworth, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. N. Lane and Mollie H. Lane, husband and wife,
~~XXX~~ of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Ruth Dunagan,
 of Tulsa, County, Oklahoma, part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 114 and issued 7803 in payment of mortgages in Block One (1) in Verne Subdivision
 of Tulsa, in Tulsa County, Okla., according
 to the Official Recorded Survey thereof.
 WAYNE L. DICKEY, County Treasurer
A. J. 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 Eleven Hundred and No/100 DOLLARS
 with interest thereon at the rate of 8% per cent, per annum, payable annually from date
 according to the terms of One certain promissory note described as follows, to-wit:

Said note of even date hereof, in the principal sum of Eleven
 Hundred and no/100 Dollars, made and signed at Sand Springs,
 Oklahoma, by first party, and payable to the order of the
 second party, with interest thereon at the rate of 8% from date,
 payable annually, said note becoming due, February 15th, 1925.

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

Said parties 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 One Hundred and no/100 DOLLARS,
 which this mortgage also secures.

Parties 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 15th day of February, 1923.

J. N. Lane SEAL
Mollie H. Lane SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Art Stanton, a Notary Public in and for said County and State, on this 15th
 day of February, 1923, personally appeared J. N. Lane and Mollie H. Lane,
husband and wife,

~~XXX~~
 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 hand and official seal the day and year last above written.
 My commission expires Feb. 21, 1923. (SEAL) Art Stanton Notary Public.

I hereby certify that this instrument was filed for record in my office on 16th day of Feb., A. D., 1923.
 at 1 o'clock P.M. Book 402, Page 463.
 By Brady Brown, Deputy. (SEAL) O.G. Weafer, County Clerk.