

COMPARED

MORTGAGE RECORD NO. 402

INTERNAL 221972 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Chas. R. Lane and Nellie W. Lane (husband and wife)
 of Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to J. S. Zinnamon or Martha A. Zinnamon
 of Tulsa County, State of Oklahoma, to-wit: part ies of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of the South Half (S¹/₂) of Lot One (1) in
 Block Thirty One (31) in the Original Town of
 Red Fork, Oklahoma, according to the recorded
 plat thereof.

It is hereby expressly agreed that either of the
 mortgagee's will have the right and power to
 release this mortgage for both parties.

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

Thirty Five Hundred & No/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Monthly annually from Date Installment

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

One installment note bearing date of January 29th, 1923, in the amount of \$3500.00 payable at the rate of \$50.00 per month, said \$50.00 monthly payment to include monthly interest payment, said interest payment to be deducted from said \$50.00 payment each month and balance of said payment to be applied to unpaid principal balance of note. First payment being due March 1st, 1923 and a like payment of \$50.00 due on the 1st day of each and every month thereafter until the principal sum has been paid. All payments to bear interest at the rate of eight per cent per annum payable monthly, said interest being deducted from said monthly payment.

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 parties 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, Three Hundred Fifty & No/100 DOLLARS, reasonable attorney's fee of 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 29th day of January, 1923.

Chas. R. Lane

SEAL

Nellie W. Lane

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 29th day of January, 1923, personally appeared

Chas. R. Lane and Nellie W. Lane (husband and wife)

and to me known to be the identical persons 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 January 15th, 1927. (Seal) Cecil L. Henry, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Feb. A. D. 1923 at 9:30 o'clock A.M. Book 402, Page 496

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

RECEIVED BY THE COUNTY TREASURER
 I hereby certify that I received \$3500.00 and issued tax on the within mortgage
 Dated this 17 day of Feb. 1923
 WAYNE L. DICKEY, County Treasurer