

~~CONFIDENTIAL~~

MORTGAGE RECORD NO. 439

#225273 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That..... B.F. Carnahan and Lenora Carnahan, his wife,

of Tulea, County, Oklahoma, part 1es of the first part, ha. 3

mortgaged and hereby mortgage to..... **C.S.Brantley,**

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

Lot Two (2) Block Three (3) Irving
Addition to the City of Tulsa,
Tulsa County, State of Oklahoma.

11-10-1973
 Receipt No. 8395
 Date of the 22 March 1973
 Wayne L. Hickey, County Treasurer
 a.g.
 INDEXED

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

Thirteen Hundred Twenty-five - - - - - DOLLARS.

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

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

Five in the sum of Two Hundred Fifty Dollars Each, one note in the sum of Seventy five dollars.

evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part. y 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 party..... of the first part hereby agrees..... that in the event action is brought to foreclose this mortgage,..... will pay a reasonable attorney's fee of..... One hundred - - - - - DOLLARS, which this mortgage also secures.

Part 1.03 of the first part, for said consideration, do 23 hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 20 day of January, 19 23.

B.F. Carnahan SEAL

Lenora Carnahan

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public, a Notary Public in and for said County and State, on this 20

day of January, 1923, personally appeared B.F. Carnahan and Lenora Carnahan,

his wife,

[illegible]

to me known to be the identical person....B., 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 Dec. 20, 1924. (SEAL) Esther Warren Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of March, A. D., 1923.

nt. 4:30 o'clock P. M. Book 439, Page 130

By Brady Brown, Deputy. O.G. Weaver, County Clerk.

(SEAL)