

226012 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. Kubatzky and Lorena Kubatzky, his wife, and J. B. McAnally and Lena E. McAnally, his wife,
 a _____ of Tulsa, Tulsa County, Oklahoma, part ies of the first part, ha vs
 mortgaged and hereby mortgage to The Liberty National Bank of Tulsa, Oklahoma,
 of _____ part _____ of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

lots One and Two and that part of lot Three described as follows: Beginning at the Northwest corner of lot three running thence Easterly along the Northerly line of said lot three a distance of Twenty-four feet to a point; thence Southerly and parallel to the Westerly line of said lot a distance of Fifty-four feet to a point thence Westerly and parallel to the Northerly line of said lot a distance of Twenty-four feet to the Westerly line of said lot, thence Northerly along the Westerly line of said lot Three a distance of Fifty-four feet to the point of beginning. in Broadmoor Heights Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof. (This mortgage is subject to mortgages in the sum of Twenty Thousand Dollars and Twenty-five Thousand Dollars given to the Farm and Home Savings and Loan Association)

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 _____

FIVE THOUSAND & NO/100 (\$5000.00) DOLLARS,

eight

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

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

One note in the principal sum of \$5000.00, dated March 10th, 1923, due ninety days from date, bearing interest at the rate of eight per cent from maturity, signed by O. Kubatzky and Lorena Kubatzky, his wife, and

McAnally and Lena E. McAnally, his wife,

I hereby certify that the above is a true and correct copy of the original as filed in my office.

Receipt No. 8525 given in payment of mortgage

as on the first day of _____

Dated this 25 day of March, 1923

WAYNE L. DICKEY, County Treasurer

W. J.

Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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, and to insure, and keep insured in favor of second party, buildings on said 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 ies shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies 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 ten per cent of principal sum of note. DOLLARS, which this mortgage also secures.

Part ies 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 10th day of March, 1923.

O. Kubatzky

Lorena Kubatzky

SEAL

J. B. McAnally

Lena E. McAnally

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 10th day of March, 23, 19____, personally appeared O. Kubatzky and Lorena Kubatzky, his wife,
and J. B. McAnally and Lena E. McAnally, his wife,

and _____
 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 signature and official seal the day and year last above written.

My commission expires November 19th, 1924. (Seal) Olive McQueen, Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of March, A. D., 1923

at 9:30 o'clock A. M. Book 439, Page 182

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