

227324 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James C. Plank, a single man

a _____ of Tulsa County, Oklahoma, part V of the first part, ha S
 mortgaged and hereby mortgage to Rhea Twining
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Three (3) and Four (4) , Block Eight (8)
 (and improvements located in) Oakhurst (New
 Taneha) Oklahoma,

1.2230.25 and 2.64 and 8815
 Date 12 April 1925
 WAYNE L. LUCKY, County Treasurer

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
 Four Thousand Four Hundred and No/100 DOLLARS.

With interest thereon at the rate of _____ per cent, per annum, payable _____ annually from
 according to the terms of five (5) certain promissory note S described as follows, to-wit:

All notes of even date herewith, payable as follows:- April 15, 1923- Note in the sum of \$500.00; April 15, 1924- Note in the sum of \$1000.00; April 15, 1925- Note in the sum of \$1000.00; April 15, 1926- Note in the sum of \$900.00, Subsequent and inferior to a mortgage running to the HOME BUILDING AND LOAN ASSOCIATION

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

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, _____ will pay a reasonable attorney's fee of One Hundred and No/100 DOLLARS, which this mortgage also secures.

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

Dated this 3rd day of March, 1925

James C. Plank SEAL
 SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this Third day of March, 1925, personally appeared James C. Plank, a single man

and _____
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed his the same as _____ 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 Aug. 10th, 1925. (Seal) A. D. Kennedy, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of April A. D., 1925 at 9:30 o'clock A. M. Book 439, Page 290

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