

COMPARED

MORTGAGE RECORD NO. 439

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228110 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ethel M. Lankford and A. C. Lankford (her husband)a _____ of Tulsa, Okla. County, Oklahoma, part ies of the first part, havemortgaged and hereby mortgage to Ethel Davisof _____ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-nine (29) in Block Six (6) in Hillcrest
Addition to the city of Tulsa, Oklahoma, according
to the recorded plat thereof.

8971 and issued
of mortgage

Date: 19 apr. 1923
W. J. Lankford, 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 _____

Thirty Five Hundred and no/100

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from April 18th, 1923according to the terms of five certain promissory note s described as follows, to-wit:

One note for \$3500.00 dated 4/18/23 for three years with interest at the rate of 8% payable semiannually.

One interest note for \$140.00 due 10/18/23

One interest note for \$140.00 due 4/18/24

One interest note for \$140.00 due 10/18/24

One interest note for \$140.00 due 4/18/25

One interest note for \$140.00 due 10/18/25

One interest note for \$140.00 due 4/18/26

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, 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 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 Three Hundred and Fifty and no/100 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 18th day of April, 19 23Ethel M. Lankford

SEAL

A. C. Lankford

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 18th day of April, 19 23, personally appeared _____

Ethel M. Lankfordand A. C. Lankford, (her husband)

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 4/19/26 (Seal) A. S. Viner, Notary Public.I hereby certify that this instrument was filed for record in my office on 19 day of April A. D., 19 23at 2:40 o'clock P. M. Book 439, Page 340By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk.