

228111 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 County, Oklahoma, part ies of the first part, ha ve

mortgaged and hereby mortgage to L. Lyons

of _____ 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.

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 _____

Twelve Hundred and Fifty and no/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable monthly annually from April 18th, 1923

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

One note dated April 18th 1923, for Twelve Hundred and Fifty and no/100 Dollars, payable in monthly installments of \$75.00 each, together with interest on the unpaid balance at the rate of 8% per annum, the first payment due and payable on the 18th day of May, 1923, and a like sum on the 18th day of each succeeding month, until the total amount is paid in full.

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 Y 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 One Hundred and Twenty Five 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 23

Ethel 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. Lankford and 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 23

at 2:40 o'clock P. M. Book 439, Page 341

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