

COMPARED

228161 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edwin M. Rabon and Ruth A. Rabon, his wife

a _____ of Tulsa County, Oklahoma, part ^{1st} of the first part, have
 mortgaged and hereby mortgage to Herman Linden
 of _____ part ^{2nd} of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) Block One (1) Mixon Trotter Addition
 to the city of Tulsa according to the recorded
 platt thereof.

9023 \$180 and issued
 1st payment of mortgage
 Date: 7/1/23
 Wayne L. Brown, 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

One thousand eight hundred & No/100 DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable monthly ^{annually} from date

according to the terms of 113 certain promissory note described as follows, to-wit:

One for \$65.00 due April 7, 1923. One for \$65.00 May 7, 1923.
 One hundred & ten (110) for \$15.00 each. The first one due June 7, 1923
 and one on the seventh day of each succeeding month until paid in full.
 And of last one for \$20.00 due Aug. 7th, 1932.

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 Ten per cent on face of mortgage 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 ^{seventh} Twenty/day of March, 1923

Edwin M. Rabon SEAL

Ruth A. Rabon SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 29th
 day of March, 1923, personally appeared

Edwin M. Rabon and Ruth A. Rabon

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 4/19/26 (Seal) A. S. Viner, Notary Public.

I hereby certify that this instrument was filed for record in my office on 20 day of April A. D., 1923.

at 9:00 o'clock A. M. Book 439, Page 345

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