

228575 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. H. Thompson and Florence Thompson, his wife

a of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to J. A. Mangan of Tulsa County, State of Oklahoma, to-wit:

Lots Ten (10) and Eleven (11) in Block Two (2) in Highland Addition to Red Fork, as shown by 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

Twenty Four Hundred (\$2400.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date

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

\$2400.00 Tulsa, Okla. April 14, 1923.
For value received, I, we, or either of us promise to pay to the order of J. A. Mangan the sum of Twenty Four Hundred Dollars (\$2400.00) in installments of One Hundred Dollars (\$100.00) per month; said installments to be paid on or before the 14th day of each and every month hereafter, beginning the 14th day of May 1923, deferred payments to bear interest at the rate of 8 per cent per annum from date until paid; interest payable annually. If any of said installments becomes delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the Producers National Bank, Tulsa, Okla. This note is secured by first mortgage on Lots 10-11 Block 2, in Highland Addition to Red Fork, Okla. The makers and endorser hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and agree that extensions of time for payment may be granted by the holders hereof without notice, in case of the legal proceedings to collect this note, or in case this note is handed to an attorney for collection, I we, or either of us, agree to pay ten per cent of the total amount herein additional as attorney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment date.

Copy

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.

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 parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of DOLLARS, which this mortgage also secures.

Parties 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 14th day of April, 1923.

S. H. Thompson

SEAL

Florence Thompson

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 25th day of April, 1923, personally appeared

S. H. Thompson

and Florence Thompson, his wife,

to me known to be the identical persons 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 1/25/25 (Seal) Laura B. Wood, Notary Public.

I hereby certify that this instrument was filed for record in my office on 25 day of April A. D., 1923

at 11:00 o'clock A. M. Book 439, Page 372

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