

228634 C.M.I.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F. B. Deshon and M. C. Deshon, husband and wife,  
a \_\_\_\_\_ of Tulsa, Tulsa County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to Liberty National Bank  
of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lots Five (5) and six (6) in Block Nine (9), and Lots  
Twelve (12) and Thirteen (13) in Block One (1) in  
Bren-Rose Addition to the city of Tulsa, Tulsa County,  
Oklahoma, according to the recorded plat thereof.

TREASURER'S RECEIPT

I hereby certify that I received \$8800 and issued  
Receipt No. 9120 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 25 day of April, 1923.

WAYNE L. DICKLEY, 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 & No/100 (\$4400.00)

DOLLARS,

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

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

One note in the principal sum of \$4400.00, dated April 24th, 1923, due  
twelve months from date, bearing interest at the rate of eight (8) per  
cent from date, signed by F. B. Deshon and M. C. Deshon.

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 party \_\_\_\_\_ 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, they \_\_\_\_\_ will pay a  
reasonable attorney's fee of ten per cent of the principal sum of note \_\_\_\_\_  
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 24th day of April, 1923.

F. B. Deshon SEAL

M. C. Deshon SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 24th  
day of April, 1923, personally appeared \_\_\_\_\_

F. B. Deshon

and M. C. Deshon, husband and 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 Mar. 30, 1927. (Seal) Wm. O. Moylan, Notary Public.

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

at 4:00 o'clock P. M. Book 439, Page 389

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