

#230765 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Leon Thevenin and Thelma Thevenin, his wife,
 a Tulsa, County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to Zula Nash Ligon
 of part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) Block Twenty-four (24),
 Orcutt Addition to the City of Tulsa,
 Oklahoma, according to the recorded plat
 thereof and all improvements thereon,

I hereby certify that I received 60 and is due
 Receipt No. 9567 therefore a payment of mortgage
 tax on the within mortgage.

Dated this 18 day of May, 1923

WAYNE L. DICKEY, County Treasurer

A. J.
 Party

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 Three Thousand & No/100
 ----- DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable as stated annually from -----
 according to the terms of 3 certain promissory note 8 described as follows, to-wit:

Three (3) notes of \$1000.00 each. The first note falling
 due Sept. 20, 1923, second note falling due March 20, 1924,
 Third note falling due Sept. 20, 1924. Interest on the
 above notes at the rate of 8% per annum, payable semi-annually
 from March 20, 1922, until paid.

This is a second mortgage being subject to a mortgage of
 Forty-five Hundred & No/100 (\$4500.00) Dollars to Leonard
 & Braniff.

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.

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 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 Five Hundred & 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 12th day of May, 19 23

Leon Thevenin SEAL

Thelma Thevenin SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 12th
 day of May, 19 23, personally appeared Leon Thevenin and Thelma Thevenin,
his wife,

and -----
 to me known to be the identical person 8 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 hand and official seal the day and year last above written.
 My commission expires October 11th, 1925. (SEAL) T.B. Jordan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of May, A. D., 19 23
 at 11; o'clock A. M. Book 439, Page 561

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