

231111 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. H. Bankston and Mable A. Bankston, his wife

a of Tulsa County, Oklahoma, part <sup>VS</sup> of the first part, ha <sup>S</sup> mortgaged and hereby mortgage to The Producers National Bank

of part <sup>V</sup> of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Three (3), in Block Tow (2), Norvell Park  
Addition to the city of Tulsa according to the  
Record 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

Fourteen Hundred No. 100 DOLLARS,

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

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

in the sum of Fourteen Hundred Dollars Due 90 days from date.

*evidence of the within Indebtedness*

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>V</sup> hereby covenant and agree <sup>S</sup> 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 <sup>VS</sup> shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part <sup>VS</sup> of the first part hereby agree <sup>S</sup>, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of 10 per cent DOLLARS, which this mortgage also secures.

Part <sup>VS</sup> of the first part, for said consideration, do <sup>S</sup> hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 21st day of May, 1923

J. H. Bankston SEAL

Mabel A. Bankston SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 21st day of May, 1923, personally appeared

J. H. Bankston and Mabel A. Bankston, his wife

and to me known to be the identical person <sup>S</sup> 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 12/1/1925 (Seal) E. N. Riley, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of May, 1923 at 1:45 P. M. Book 439, Page 587

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