

231212 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. R. Kinion and Jessie A. Kinion his wife.

a of Tulsa County, Oklahoma, part 1es of the first part, have
mortgaged and hereby mortgage to W. Sanders

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

S. 50 feet of the S. 100 feet, Lot (11) Eleven, Block (9) Nine ; Ingram Lewis Addition to Tulsa, Tulsa County, Oklahoma.
Also lot ten (10) Block eleven (11) Capitol Hill Second Addition to Tulsa, Oklahoma.

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.

Fifteen Hundred (\$1500.00)

DOLLARS.

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

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

This note to be paid monthly at fifty dollars (\$50.00) each month with interest at 8%.

Each payment due the first of the month after the first of May, 1923.

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. 7 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, will pay a reasonable attorney's fee of _____ DOLLARS, which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 21st day of April, 19 23

L. R. Kinion

Jessie A. Kinion _____ 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 April, 1923, personally appeared _____

L. R. Kinion and Jessie A. Kinion, his wife,

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 July 30, 1925. (Seal) Georgia B. Hammett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of May A. D., 19 23

of 10:00 o'clock A. M. Book 439, Page 599

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