

Overbay Bros. Binders

233698 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jno. J. DeShane and Mabel C. DeShane, his wife  
 a \_\_\_\_\_ of Tulsa County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to Security National Bank of Tulsa  
 of \_\_\_\_\_ part X of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

East Fifty (50) feet of Lots One (1) and Two (2)  
 and East Fifty (50) feet of the North Ten (10)  
 feet of Lot Three (3) all in Block Nine (9) in  
 Owen Addition to Tulsa, Okla.

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 \_\_\_\_\_  
Forty five hundred DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable Semi annually from maturity  
 according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit: bearing even date  
 herewith and given as evidence of the within indebtedness.

I hereby certify that I received \$ 450 and issued  
 Receipt No. 10162 thereon in payment of mortgage  
 due on the within mortgage.  
 Dated this 20 day of June 1923  
 WAYNE L. ECKEY, County Treasurer

A. J.  
 Deputy

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 upon 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 mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-  
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part J shall be entitled to the immediate pos-  
 session of the premises and all the 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 \$15.00 & 10% 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 7th day of March, 19 22

Jno. J. DeShane

SEAL

Mabel C. DeShane

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 7th  
 day of March, 19 22, personally appeared \_\_\_\_\_

Jno. J. DeShane  
 and Mabel C. DeShane, 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. James B. Brooks, Notary Public  
 My commission expires Sept. 24, 1923. (Seal)

I hereby certify that this instrument was filed for record in my office on 26 day of June, A. D., 19 23  
 at 9:30 o'clock A. M. Book 439, Page 150  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk