

234697 C.M.J.

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That E. S. Binning and Ina Binning
 of Dawson, Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to W. I. Lightfoot
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Eleven (11) and Twelve (12) in Block Twenty-four
 (24) in the town of Dawson, Okla. according to the
 recorded plat thereof.

RECORDED
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 W. W. Stucky
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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 Two hundred and No/100 DOLLARS,
 with interest thereon at the rate of 11 per cent, per annum, payable monthly annuity from date
 according to the terms of 10 certain promissory note S described as follows, to-wit:

Dated at Dawson, Okla. June 15, 1923 due \$20.00 July 15, 1923, and one
 each month thereafter on the 15th until all are paid in full.

Signed E. S. Binning
 Ina Binning

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 upon 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 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 party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, S will pay a
 reasonable attorney's fee of Fifty No/100 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 15th day of June, 19 23

E. S. Binning

SEAL

Ina Binning

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 15th
 day of JUNE, 19 23, personally appeared

E. S. Binning

and Ina Binning, (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 April 7, 1925. (Seal)

Geo. G. Rhyne,

Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of July, A. D., 1923

at 8:40 o'clock A. M. Book 439, Page 223

By Brady Brown,

Deputy. (Seal)

C. G. Weaver,

County Clerk