

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J.J. DeShane and Mabel C. DeShane
 of Tulsa County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to The Liberty National Bank, of Tulsa, Okla
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots 3, 4, 5, 6, 18, 19, 20 and 21, in Block
 Seven (7), and Lot 15, in Block Eight (8)
 In Bren Rose Addition to the City of Tulsa,
 Oklahoma, according to the official 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 Eleven Thousand & No/100 - - - (\$11,000.00)
 with interest thereon at the rate of 8 per cent, per annum, payable - - - annually from - - - date - - - DOLLARS,
 according to the terms of one certain promissory note - - - described as follows, to-wit:

One note in the principal sum of \$11,000.00, dated July
 3rd, 1923, due ninety days from date, bearing interest
 at the rate of eight per cent from date, signed by J.J.
 DeShane and Mabel C. DeShane, his wife.

TREASURERS RECEIPT
 I hereby certify that I received 2.28
 Dollars for 1046 in the name of July
W. W. Shick
July 3

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

Said parties of the first part hereby agree - - -, that in the event action is brought to foreclose this mortgage they will pay a
 reasonable attorney's fee of ten per cent of the principal sum of Note ~~XXXXXX~~
 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 3rd day of July, 19 23

J.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 3rd
 day of July, 19 23 personally appeared J.J. DeShane and Mabel C. DeShane, his wife,

~~XXXX~~
 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 6, 1927. (SEAL) Bertha Taylor, Notary Public

I hereby certify that this instrument was filed for record in my office on 5 day of July A. D., 19 23
 at 4:20 o'clock P. M. Book 430, Page 242

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