

Overbay Bros., Binders

#236825 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R.A. Rankin & Sabra A. Rankin, husband & wife,
 a Siloam Springs, Ark. County, Oklahoma, part 1st of the first part, ha- ve
 mortgaged and hereby mortgage to Claude Sample
 of part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot 5 Five in Block Twenty (20)
 in the Midland Addition to the City of
 Bixby, Okla.

TREASURER'S ENFORCEMENT

I hereby certify that I received \$ 40 and issued
 Receipt No. 10846 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 27 day of 7 1923
W. W. Stuckey, County Treasurer

P. S. B. Remov

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 Thousand -----
 ----- DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable semi----- annually from -----
 according to the terms of one----- certain promissory note----- described as follows, to-wit:

Made for \$2000.00, Dated 7-28-23 due 7-28-24.

Bearing 10% with Collection fees. Signed
 By R.A. Rankin & Sabra A. Rankin.

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 party 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 One hundred ----- 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 28 day of July, 1923.

R.A. Rankin SEAL

Sabra A. Rankin SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 28th
 day of July, 1923, personally appeared R.A. Rankin and Sabra A. Rankin, husband
and 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 Nov. 20, 1924. (SEAL) John T. Miller, Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of July, A. D., 19 23
 at 11:05 o'clock A. M. Book 439, Page 390
 By Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk