

COMPARED  
#242269 NS

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John J. Hanna and Lucile Hanna, his wife,  
a Tulsa, County, Oklahoma, part ies of the first part, have  
mortgaged and hereby mortgage to Emma Banschbach  
of part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13), Block Fifteen (15) in Orcutt  
Addition to the City of Tulsa, Tulsa County,  
Oklahoma, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received 20 and issued  
Receipt No. 2006 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 17 day of Oct. 1923  
W. W. Sweeney, County Treasurer  
S.B.  
Deputy

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 (\$2,000.00) -----  
----- DOLLARS.

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

Dated at Tulsa, Oklahoma, October 1, 1923,  
in the sum of \$2,000.00, payable three (3)  
years after date, with interest at 8 % per  
annum, payable semi-annually, to the order  
of Emma Banschbach and signed by John J. Hanna  
and Lucile Hanna.

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 Y 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 as provided in said note ----- 10/1/23  
which this mortgage also secures.

Parties 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 First day of October 1923.

John J. Hanna SEAL

Lucile Hanna SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this First  
day of October 1923, personally appeared John J. Hanna and Lucile Hanna, his wife,

and  
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 May 5, 1926. (SEAL) Juanita Plumlee Notary Public

I hereby certify that this instrument was filed for record in my office on 16 day of Oct. A. D. 1923

at 2:30 o'clock P. M.

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