

COMPARED

#242757 NS

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. O. Lewis,
 of Payne County, Oklahoma, part Y of the first part, ha E
 mortgaged and hereby mortgage to The Liberty National Bank of Tulsa,
 of Payne County, Oklahoma, part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Numbered One (1), Two (2), Three (3)
 and Seven (7), in Block Number Two (2) and all of
 Lots Number One (1) and Number Three (3) and Number
 Five (5) in Block Number Three (3) in Peoria Gardens
 Addition to the City of Tulsa, Oklahoma, according
 to the recorded Plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$498 and issued
 Receipt No. 1214 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 22 day of Oct 1923
W. W. Stuckey County Treasurer

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 Twenty Four Thousand Nine Hundred and no/100
(\$24,900.00) DOLLARS.

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

One note dated October 20th, 1923, in the principal
 amount of \$24,900.00, due ninety days after date,
 bearing interest at the rate of seven per cent, payable
 from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y, hereby
 covenant E 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 therein 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 Y of the first part hereby agree E, that in the event action is brought to foreclose this mortgage, ES will pay a
 reasonable attorney's fee of Two Hundred Forty nine and no/100 DOLLARS,
 which this mortgage also secures.

Part Y of the first part, for said consideration, do ES hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 22nd day of October, 1923.

E. O. Lewis, SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ES, a Notary Public in and for said County and State, on this 22nd
 day of October, 1923, personally appeared E. O. Lewis,

and he
 to me known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 Mar. 30, 1927. (SEAL) Wm. O. Moylan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of Oct, A. D. 1923

at 3:15 o'clock P. M.
Brady Brown Deputy (SEAL) O. G. Weaver, County Clerk.