

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That The Lincoln Company, a Corporation,  
 of Tulsa, Tulsa County, Oklahoma, part V of the first part, has  
 mortgaged and hereby mortgage to The Liberty National Bank, of Tulsa, Okla.,  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

RECEIVED  
 IN THE COUNTY OF TULSA, OKLA.  
 RECORDED NO. 2231  
 DATE 10-1-23  
 BY W. W. STUCKEY, COUNTY CLERK  
 DEPUTY

Lots Four (4) Six (6) Seven (7) and Eight (8)  
 all in Block Three (3) in Peoria Gardens Addition  
 to the City of Tulsa, Oklahoma, according to the  
 recorded plat thereof.

One note in the principal sum of \$3,300.00 dated September  
 20th, 1923, due ninety days from date, bearing interest  
 from date at the rate of 6%, signed by The Lincoln  
 Company, Inc.,

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 Thirty-two Thousand Eight Hundred  
(\$32,800.00) & no/100 ----- DOLLARS,  
 with interest thereon at the rate of six per cent, per annum, payable ----- annually from ----- date  
 according to the terms of four certain promissory note ----- described as follows, to-wit:

One note in the principal sum of \$20,000.00, dated  
 August 27th, 1923, due ninety days from date, bearing  
 interest from date at the rate of 6%, signed by The  
 Lincoln Company, Inc.

One note in the principal sum of \$2,000.00, dated  
 September 10th, 1923, due ninety days from date, bearing  
 interest from date at the rate of 6%, signed by The  
 Lincoln Company, Inc.,

One note in the principal sum of \$7,500.00, dated  
 September 15th, 1923, due ninety days from date, bearing  
 interest at the rate of 6% from date, signed by The  
 Lincoln Company, Inc.,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part, V, hereby  
 covenant, S, and agree, S, 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, V, shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part, V, of the first part hereby agree, S, that in the event action is brought to foreclose this mortgage, it will pay a  
 reasonable attorney's fee of ten per cent of principal sum of notes, -----  
 which this mortgage also secures.

Part, V, 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 20th day of September, 1923.

(Corporate Seal)  
 ATTEST; R.C. Lamprich,  
 Secretary-Treasurer.

The Lincoln Company, Inc.,  
 By A.E. Lewis, President,  
 SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Wm. O. Moylan, a Notary Public in and for said County and State, on this 20th  
 day of September, 1923, personally appeared A.E. Lewis

and who subscribed the name of the maker thereof to the foregoing  
 to me known to be the identical person who executed the same as its President, and acknowledged to me that he executed the same as a free  
and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed my official seal this 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 7 day of Nov., A.D. 1923.

11:35 o'clock A. M.  
Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk.