

COMPARED
#244185 NS

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L.A. Banes and Gertrude R. Banes, his wife,
Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Ida M. Robinson of Iola, Kansas
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

East half ($\frac{1}{2}$) of East half ($\frac{1}{2}$) of South
 West Quarter ($\frac{1}{4}$) of Southeast Quarter ($\frac{1}{4}$)
 of Section Four (4) Township Eighteen (18)
 North, Range Fourteen (14) East, being ten
 acres more or less, according to government
 survey thereof, being in Tulsa County, Oklahoma.

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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 Seven Hundred and fifty (\$750.00) - - - - -
 DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from November 9th, 1923,
 according to the terms of one certain promissory note S described as follows, to-wit:

Said note dated November 9th, 1923 for Seven Hundred
 and fifty Dollars, due in three years from its date,
 payable to Ida M. Robinson of Iola Kansas, said note
 draws 10 per cent interest per annum, interest payable
 semi-annually from date;

the note signed by L.A. Banes
and
Gertrude R. Banes,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 party Y shall be entitled to the immediate possession of
 the premises and all 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 Seventy five - - - - - 00/100 DOLLARS,
 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 9th day of November, 1923

L.A. Banes SEAL
Gertrude R. Banes SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 9th
 day of November, 1923, personally appeared L.A. Banes and Gertrude R. Banes, his wife,

and _____
 to me known to be the identical person 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 July 12th, 1924. (SEAL) John Barrett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of Nov. A. D. 1923
 at 1:30 o'clock P. M.

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