

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T.A. Lancaster and Dessie M. Lancaster (husband and wife) of Tulsa, County, Oklahoma, part ies of this first part, have mortgaged and hereby mortgage to R.G. Hendrix, of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty (20) in Block Seven (7) in Kendall Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to a prior mortgage in favor of the Southern Mill Lumber Company in the amount of \$1119.00, Said mortgage bearing date of July 1st, 1921.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 24 and issued Receipt No 12479 in payment of mortgage tax on the within mortgage.

Dated this 17 day of Nov, 192 3
W. W. Sweeney, County Treasurer

This mortgage is given to secure the principal sum of Six Hundred Thirty Two & 50/100 Dollars, with interest thereon at the rate of 8 per cent, per annum, payable monthly xxxxx from date according to the terms of 32 certain promissory notes 8 described as follows, to-wit:

Thirty one promissory notes in the amount of \$20.00 each, all bearing date of November 16th, 1923, the first note of \$20.00 and interest being due and payable on the 3rd day of December, 1923 and a like note of \$20.00 and interest due and payable on the 3rd day of each and every month thereafter until all thirty one notes and interest has been paid. One note in the amount of \$12.50 bearing date of November 16th, 1923, due and payable 32 months after date. All notes bearing interest at the rate of eight per cent per annum, payable monthly.

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 V 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, ies will pay a reasonable attorney's fee of Sixty & no/100 DOLLARS, which this mortgage also secures.

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

Dated this 16th day of November, 192 3

T. A. Lancaster SEAL

Dessie M. Lancaster, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 16th day of November, 192 3, personally appeared T.A. Lancaster and Dessie M. Lancaster, (husband and wife)

X to me known to be the identical person 8 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 January 15th, 1927. (SEAL) Cecil L. Henry. Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Nov. A.D. 192 3

at 1:20 o'clock P. M.

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