

#244679 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J.E. Baker and Margaret P. Baker, husband and wife,  
 of Tulsa, County, Oklahoma, part ies of the first part, ha  
 mortgaged and hereby mortgage to Lancaster Lumber Company  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block Nine (9) Martin Addition  
 to the city of Tulsa, in the County of Tulsa,  
 Oklahoma, according to the recorded plat thereof.

TRASURER'S ENDORSEMENT  
 I have hereby received \$ 10 and issued  
 Receipt No. 12479 in payment of mortgage  
 tax on the within mortgage.  
 Dated this 17 day of Nov, 1923  
W. W. Stuckey, 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 Four Hundred and Fifty Six and 97/100 - - - - -

with interest thereon at the rate of 10 per cent, per annum, payable monthly ~~XXXXX~~ from date data  
 according to the terms of one certain promissory note described as follows, to-wit:

One note dated Nov. 16, 1923 Due and payable Dec.  
 16, 1923. This mortgage is given subject to a  
 first mortgage, of Fourteen Hundred Dollars  
 (\$1400.00) due in five years from Nov. 1, 1923.

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

Said parties of the first part hereby agree s, that in the event action is brought to foreclose this mortgage, s will pay a  
 reasonable attorney's fee of Ten Dollars and 10% DOLLARS,  
 which this mortgage also secures.

Part ies 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 16 day of November, 1923

J.E. Baker SEAL  
Margaret P. Baker, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 16th  
 day of Nov., 1923, personally appeared J.E. Baker and Margaret P. Baker, 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  
 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 June 15, 1927. (SEAL) Nettie J. Powell Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Nov., A. D., 1923

at 8: o'clock A. M.  
 by Brady Brown Deputy, (SEAL) O.C. Weaver, County Clerk.