

#240906 NS

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. J. Behm,
 of Tulsa, Okl. County, Oklahoma, part of the first part, has
 mortgaged and hereby mortgage to L. S. Cogswell Lbr. Co.
 of Tulsa, Okl. County, Oklahoma, part of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

11686
 26 Sept. 1923
 S. Barling

Lot (24) Twenty Four Block (12) Twelve
 Greenwood Addition according to the recorded
 plat thereof to the city of Tulsa, Okla.

*** of non-payment, protest and notice of protest; and extension of time of payment.
 If this note is not paid when due and is collected by an Attorney or by suit, prin-
 cipals, sureties and endorsers agree to pay an attorney's fee for the collection of
 same the sum of Ten Dollars and ten per cent of the amount remaining unpaid.

M. J. Behm,

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 One Hundred Fifty Two and 21/100 DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable annually from Sept. 15, 1923.

according to the terms of one certain promissory note described as follows, to-wit:

\$152.21

Tulsa, Oklahoma, 9:15, 1923.

Eight months after date, for value received, I, promise to pay
 to the order of L. S. Cogswell Lumber Company, \$ One Hundred Fifty Two and 21/100
 Dollars, at 123 No. Boston; Tulsa, Okla., without discount or defalcation, with
 interest at the rate of 10 per cent per annum, payable annually, from above date,
 until paid.

Should any interest or principal not be paid when due, it shall
 bear interest at the rate of 10 per cent per annum until paid. Interest on this
 note to be paid ... annually. The principals, endorsers, sureties and guarantors of
 this note hereby severally waive presentment and demand of payment, notice of ***
 Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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.

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 shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said party of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of One Hundred dollars and 10% amount remaining unpaid. DOLLARS,
 which this mortgage also secures.

Part 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 26 day of Sept. 1923

M. J. Behm, SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 26th
 day of September 1923, personally appeared M. J. Behm

and
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he
 the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission expires Jan. 9, 1926. (SEAL) M. E. Maxwell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Sept. A. D. 1923

at 3:50 o'clock P. M.

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