

COMPARED

#240134 NS

## MORTGAGE RECORD NO. 465

# REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Cora E. Lightfoot and E. M. Lightfoot, her husband,  
Tulsa, County, Oklahoma, part 1.88 of the first part, have  
 mortgaged and hereby mortgage to F.S.Miller Lumber Co., a corporation,  
part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Fourteen (14) in Block Nine (9) in Norvell Park Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is given and accepted as a second mortgage and subject only to a first mortgage in favor of the Southwest Mortgage Company for the principal sum of Twenty-seven Hundred Fifty and No/100 (\$2750.00) Dollars, and free and clear of all other liens, debts and incumbrances, and first parties so warrant said mortgaged premises. And second party is hereby granted the right and privilege, at his option, of paying any sum or sums of money as it may deem necessary to protect this mortgage, and such sum or sums so paid are hereby secured by this mortgage and shall bear interest at the rate of eight per cent per annum; but the payment of such sum or sums shall be deemed a waiver of any breach of the covenants of this mortgage, if any breach has been made, or waive the right of second party to foreclose this mortgage for any breach thereof; nor shall this right and privilege be deemed as creating a duty upon second party to pay any such sum or sums.

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 Twenty-eight hundred thirty-three and 79/100  
~~Twenty-seven hundred fifty-three and 52/100 (\$2753.52)~~  
 (\$2833.79) DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable monthly annually from date

(Consideration \$2833.79 Inserted by E.M.Lee before execution . )

Witness.

E. M. Lightfoot,  
A. M. Karr.

E.M. Lee.

I hereby certify that received \$2,241 and issued  
 Receipt 11551 for a payment of mortgage

18 Sep 1923  
W. J. Sweeney, County Engineer

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, against fire for \$3500.00.

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

Said part \_\_\_\_\_ 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 \_\_\_\_\_ as provided in note and 10% additional and as often as any xxxxxxxx foreclosure suit is brought against said premises, \_\_\_\_\_ which this mortgage also secures.

Part 1st 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 13th day of September, 1923

Cora E. Lightfoot

E. M. Lightfoot SEAL

STATE OF OKLAHOMA, County of Tulsa, ss: 11

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 13th  
day of September, 1923 personally appeared Cora E. Lightfoot and E.M. Lightfoot,  
her husband,

to me known to be the identical person.....**she** 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 Feb. 19, 1924. (SEAL) Edgar M. Lee. Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Sept. A. D. 1923  
at 30 o'clock A. M.

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