

#248575 NS

## MORTGAGE RECORD NO. 465

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. L. Mann and May Mann, his wife,  
 a \_\_\_\_\_ of Bixby, Okla., Tulsa, County, Oklahoma, part ies of the first part, ha. VS  
 mortgaged and hereby mortgage to The First National Bank, Bixby, Okla.  
 of \_\_\_\_\_ part \_\_\_\_\_ of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Five (5) and Six (6) in Block Eighteen (18)  
 Midland Addition to the Town of Bixby, Okla.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$18 and issued  
 Receipt No. 2262 in payment of mortgage  
 tax on the within mortgage.  
 Jan 10 day of Jan 1924  
 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 Eight Hundred eighty --- No/100 ---  
 ----- DOLLARS,  
 with interest thereon at the rate 10 per cent, per annum, payable ----- annually from maturity  
 according to the terms of one certain promissory note ----- described as follows, to-wit:

Note Dated Jan. 7, 1924, for \$880.00 due Jan.  
 7th, 1925 to gether with all conditions of said  
 note.

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 ----- 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, ----- will pay a  
 reasonable attorney's fee of One hundred --- ----- DOLLARS,  
 which this mortgage also secures.

Part ies 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 7th day of January, 1924

R.L. Mann SEAL

May Mann. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Jan 7 -----, a Notary Public in and for said County and State, on this 7th  
 day of January, 1924 personally appeared R.L. Mann and May Mann, 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 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 Dec. 13, 1927, (SEAL) Stanley W. Brown Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of Jany. A. D. 1924  
 at 8:30 o'clock A. M.

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