

241182 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. D. Rhoads and Blanche Rhoads, his wife,  
Tulsa County, Oklahoma, part 1st of the first part, 1st  
 mortgaged and hereby mortgage to Emma Banschbach  
 of Tulsa part 1st of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The South Forty-six (46) feet of Lot Twenty-four (24)  
 in Block One (1), Beauchamp's Addition to the City  
 of Tulsa, according to the duly recorded plat thereof.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$3000.00 and issued  
 Receipt No. 11780 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 3 day of Oct, 1923  
W. W. Stuckey County Treasurer  
J. 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 Three Thousand and no/100 (\$3000.00) DOLLARS,  
 with interest thereon at the rate of 8 per cent per annum, payable semi- annually from October 7th, 1923,  
 according to the terms of one certain promissory note described as follows, to-wit:

One note of even date herewith, for \$3000.00, due October 7th, 1926, with  
 interest thereon at the rate of 8% per annum, payable semi-annually, from  
 Oct. 7, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 1st shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part 1st of the first part hereby agree that in the event action is brought to foreclose this mortgage, 1st will pay a  
 reasonable attorney's fees as provided in said note DOLLARS,  
 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 26th day of September, 1923.

A. D. Rhoads SEAL  
Blanche Rhoads SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, 1st a Notary Public in and for said County and State, on this 1st  
 day of October, 1923, personally appeared  
A. D. Rhoads  
 and Blanche Rhoads, his wife,  
 to me known to be the identical person, 1st 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 May 5, 1926. (Seal) Juanita Plumlee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of Oct, A. D. 1923  
2:15 P. M. and recorded in Book 465, Page 79.  
Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.