

REAL ESTATE MORTGAGE

BOOK 4602 PG 92

KNOW ALL MEN BY THESE PRESENTS:

That Gary Michael Henry and Lynda D. Henry

hereinafter called Mortgagor, whether one or more, has mortgaged, and hereby mortgages, to Founders Bank & Trust Company P O Box 12449-0kc 73157

hereinafter called Mortgagee, whether one or more, the following described real estate and premises, situated Oklahoma County, State of Oklahoma, to-wit:

A portion of Lot Fifteen (15) and Sixteen (16), Block Thirteen (13), MANOR, The Village, Oklahoma County, Oklahoma, and more particularly described as follows: BEGINNING at a point on the front line of Lot 15, said point being 19.90 feet East of the NW/corner of said Lot 15; THENCE in a westerly direction along the front lines of Lots 15 and 16, a distance of 90 feet to a point 14.90 feet East of the NW/corner of Lot 16; THENCE South 60 09'01" East a distance of 110.95 feet to the SW/corner of Lot 16; THENCE North 89 52' East along the rear line of Lot 16 a distance 77.78 feet to a point 26.45 feet West of the SE/corner of Lot 16; THENCE North 0 04'06" West a distance of 119.45 feet to the point of beginning. Less and except any interest in and to all of the oil, gas, and mineral rights which have been previously conveyed or reserved of record, and subject to easements, restrictive covenants and rights of way of record.

STATE OF OKLAHOMA OKLAHOMA COUNTY RECORDS OR FILE SEP 7 11 06 AM JERRY DEW OODS OKLA. COUNTY CLERK

with all the improvements thereon and appurtenances thereunto belonging; and warrant the title to the same.

Subject to a mortgage to Contin. Fed S & L in appx. amount of \$37,000

This mortgage is given to secure the payment of the principal sum of \$12,201.60 dollars, and interest thereon, according to the terms of certain promissory note or notes of even date herewith, signed by the mortgagor, the final payment thereon being due September 9, 1984

The mortgagor further agrees to maintain insurance acceptable to, and for the benefit of, the mortgagee, upon the buildings on said premises in an amount not less than the indebtedness due the mortgagee. The mortgagor further agrees to pay all taxes and assessments upon said premises before the same become delinquent, and to keep the premises free of any liens or claims which might become prior to the lien hereof. In event of the failure of the mortgagor so to do, the mortgagee may effect insurance or pay such taxes, assessments or other liens, and shall have a lien secured hereby for the amount thereof with interest thereon at the rate of ten per cent, per annum.

In event the mortgagor defaults in the payment of said indebtedness, or fails to perform the other covenants and agreements hereof, the mortgagee may foreclose this mortgage, as provided by law; and as often as any proceedings may be taken to foreclose this mortgage, the mortgagor agrees to pay to the mortgagee a sum equal to ten per cent of the amount due as attorney's fee, in addition to other sums due, which shall be a further lien secured hereby. Upon the due payment of said indebtedness and the performance of other covenants and agreements hereof by the mortgagor, this mortgage shall become null and void.

The mortgagor, in event of a foreclosure hereunder, hereby waives appraisalment of said premises, or not, at the option of the mortgagee to be declared when the petition to foreclose is filed.

Signed and delivered this 31 day of August, 1979

TREASURER'S ENDORSEMENT

I hereby certify that I received \$12,201.60 and issued Receipt No. 29425 for the payment of Mortgage Tax on the within mortgage, dated this 7th day of August, 1979. JOE B BARNES, County Treasurer, By [Signature]

[Signatures of Gary Michael Henry and Lynda D. Henry]

STATE OF OKLAHOMA COUNTY OF Oklahoma

SS:

INDIVIDUAL ACKNOWLEDGMENT Oklahoma Form

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31 day of August, 1979, personally appeared

Gary Michael Henry and Lynda D. Henry

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.

Given under my hand and seal the day and year last above written.

My commission expires 7-26-83

[Signature of Rita Fritsch] Notary Public

NOTE—This form is supplied by TITLE GUARANTY DEPARTMENT of AMERICAN-FIRST TITLE & TRUST CO., Oklahoma City, for the convenience of ATTORNEYS. No legal instrument or form should ever be prepared by anyone other than an Attorney.

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