

WHEN RECORDED, RETURN TO:  
COMMUNITY BANK AND TRUST CO.  
P. O. BOX 32282  
5800 N.W. 39th EXPWY  
OKLA. CITY, OK 73123

**REAL ESTATE MORTGAGE WITH POWER OF SALE**  
(INDIVIDUAL - CORPORATION / PARTNERSHIP)

KNOW ALL MEN BY THESE PRESENTS that Don E. Blount and Bama A. Blount, husband and wife

hereinafter called Mortgagor, whether one or more, hereby mortgages to COMMUNITY BANK & TRUST CO.

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

Lot Fourteen (14), of Block Seventeen (17), in Blocks 15, 16, 17 & 18, ROCK KNOLL, an addition to Oklahoma City, Oklahoma County, Oklahoma according to the recorded plat thereof

**TREASURER'S ENDORSEMENT**

I hereby certify that I received \$ 165.69 and issued receipt No. 000015 therefore in payment of mortgage tax on the within mortgage.

Dated this 29 day of Nov 1993

By [Signature] County Treasurer

By [Signature] Deputy

DOC NUMBER 00150969  
TIME 04:21 PM  
FEE 10.00  
DATE NOV. 10 1993  
JOHN J. GARVEY  
OKLAHOMA COUNTY CLERK  
RECORDED AND FILED

with all the improvements thereon and appurtenances thereunto belonging (hereinafter referred to as the "Mortgaged Property"). Mortgagor warrants the title to same.

Further, the Mortgagor, as further and additional security to the Mortgagee, does hereby sell, assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Mortgaged Property.

This Mortgage is given to secure the payment and/or performance of all of the following:

- (a) Mortgagor's promissory Note or Notes of even date with principal sums, interest and maturity dates as follows together with all renewals thereof:  
One note of even date herewith in the amount of \$65,688.00 plus interest payable in 179 monthly payments of \$590.63 including interest beginning 12-10-93 with one final payment for the balance
- (b) All sums advanced or paid by Mortgagee on account of the failure of the Mortgagor to comply with the terms or covenants of this mortgage or any note or agreement or other document signed by the Mortgagor;
- (c) All loans and advances and all renewals of loans which Mortgagee may hereafter make to Mortgagor; and
- (d) All other and additional debts, obligations and liabilities of every kind and character of Mortgagor now existing or hereafter arising or in any way connected with the mortgage, whether direct or indirect, absolute or contingent, or originally payable to Mortgagee or any other person; and any renewals thereof.

DOC NUMBER 00175337  
TIME 01:03 PM  
FEE 10.00  
DATE DEC. 29 1993  
JOHN J. GARVEY  
OKLAHOMA COUNTY CLERK  
RECORDED AND FILED

Mortgagor further agrees: (a) to pay the indebtedness and perform the obligations secured hereby as and when such payment or performance is due; (b) to pay all taxes and assessments before the same become delinquent; (c) to keep all improvements insured and under policies which are acceptable to, and for the benefit of, the Mortgagee; (d) to cure all title defects or clouds on or claims against Mortgagor's title which may arise or be discovered; (e) to keep all improvements in good condition and repair and to repair or replace any damage or destroyed improvements; (f) to discharge any levies, liens, attachments, or other claims which may be asserted against the Mortgaged Property. In the event of the failure of the Mortgagor to fulfill the agreements of this paragraph, the Mortgagee may purchase insurance or pay taxes, assessments or other liens, and shall have a lien secured by this Mortgage for the amount thereof with interest thereon at the maximum rate of interest on any indebtedness secured hereby.

Mortgagor hereby confers on Mortgagee the power to sell the real estate described herein and the interests of persons therein in the manner provided in the "Oklahoma Power of Sale Mortgage Foreclosure Act", (Title 46, Oklahoma Statutes, Sections 43 through 47). The Mortgagee, at its option, may either exercise the power of sale or foreclose this Mortgage as provided by law in the event the Mortgagor: (a) defaults in the payment of any indebtedness secured hereby; or (b) fails to perform any other covenant or agreement contained herein or in any other indebtedness, obligation or agreement of the Mortgagor to the Mortgagee; or (c) sells, conveys, transfers, mortgages, hypothecates, or in any other manner ceases to be the owner of all or any portion or interest of the Mortgaged Property. The Mortgagor does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead, upon such default, to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases, contracts and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Mortgaged Property, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagor would have. As often as any proceedings may be taken to foreclose this Mortgage, the Mortgagor agrees to pay to the Mortgagee a reasonable attorney's fee, in addition to other sums due, which shall be secured hereby. In the event that the Mortgagee exercises the power of sale such reasonable attorney's fee shall be \$2,500.00. Upon the due payment of the indebtedness described above, and upon the performance of the other covenants and agreements hereof by the Mortgagor, this Mortgage shall become null and void, and discharged of record at the cost of the Mortgagor, which cost Mortgagor agrees to pay.

The Mortgagor, in the event of 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 or when judgment is taken.

**"A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE."**

**SIGNATURE OF MORTGAGOR**

Signed and Delivered on this Date:

this 11-02-93

[Signature]  
Don E. Blount  
[Signature]  
Bama A. Blount

Attest By: \_\_\_\_\_ Secretary

By: \_\_\_\_\_ 19338-7 President

**ACKNOWLEDGMENT FOR AN INDIVIDUAL, A CORPORATION AND A PARTNERSHIP (On Reverse Side Hereof)**

ACKNOWLEDGMENT FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT

STATE OF OKLAHOMA

COUNTY OF Canadian

SS.

BOOK 6514 PAGE 1979

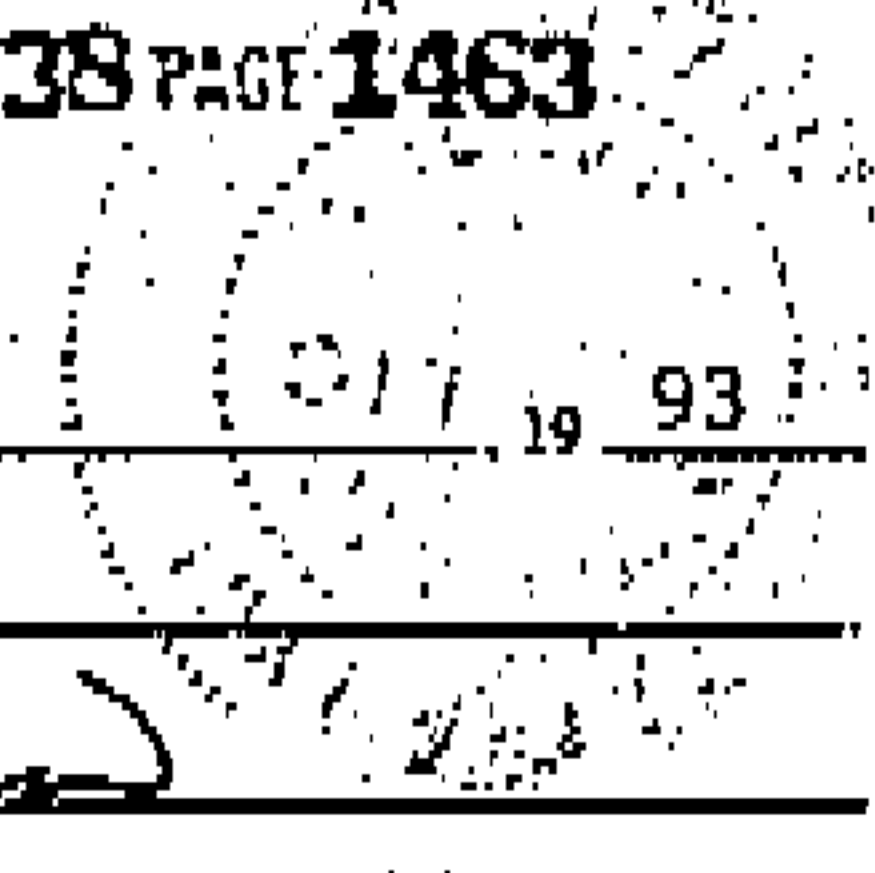
BOOK 6538 PAGE 1463

The foregoing instrument was acknowledged before me on this 2nd day of November

by Don E. Blount and Bama Blount, husband and wife

My Commission Expires: 01-23-95

*Barbara J. ...*  
NOTARY PUBLIC



ACKNOWLEDGMENT FOR A CORPORATION

STATE OF OKLAHOMA

COUNTY OF

SS.

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by \_\_\_\_\_, NAME OF OFFICER, TITLE

of \_\_\_\_\_, NAME OF CORPORATION, STATE OR PLACE OF INCORPORATION Corporation, on behalf of the Corporation.

My Commission Expires: \_\_\_\_\_ NOTARY PUBLIC

ACKNOWLEDGMENT FOR A PARTNERSHIP

STATE OF OKLAHOMA

COUNTY OF

SS.

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by \_\_\_\_\_, NAME OF ACKNOWLEDGING PARTNER OR AGENT, Partner (or Agent), on behalf of \_\_\_\_\_, NAME OF PARTNERSHIP, a partnership.

My Commission Expires: \_\_\_\_\_ NOTARY PUBLIC

UNOFFICIAL