

IMPAID

MORTGAGE RECORD NO. 402

169

The News-Dispatch Print & Audit Co., Shawnee, Okla.

217178 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. O. McPeck and Cora J. McPeck his wife
 of Tulsa County, Oklahoma, part ies of the first part, ha. VE
 mortgaged and hereby mortgage to The First National Bank of Bixby, Okla.
 of part ies of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot number three (3) Block number fifteen (15)
 Original townsite of the town of Bixby, Oklahoma.

I hereby certify that I received \$2000 and issued
 Receipt No. 6892 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 21 day of Dec 1922
 WAYNE L. DICKEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. By S. S. Deputy

This mortgage is given to secure the principal sum of Nine hundred seventy five & No/100 DOLLARS
 with interest thereon at the rate of Nine per cent, per annum, payable Semi annually from Date
 according to the terms of one certain promissory note described as follows, to-wit:

Dated December 16th, 1922 due December 16th, 1923 with
 all condition 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.

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 ies 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 S that in the event action is brought to foreclose this mortgage, - - will pay a
 reasonable attorney's fee of Ninety seven & 50/100 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 16th day of December, 19 22

R. O. McPeck SEAL

Cora J. McPeck SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 16th
 day of December, 19 22, personally appeared
R. O. McPeck
Cora J. McPeck

and to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executed
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. 12th, 1923. (Seal) W. E. Adelman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Dec. A. D. 19 22
 at 3:50 o'clock P. M. Book 402, Page 169

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk