

217864 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. R. Bagwell and Ora Bagwell, husband and wife,

a \_\_\_\_\_ of Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, ha. <sup>ve</sup>  
 mortgaged and hereby mortgage to The Arkansas Valley State Bank of Broken Arrow, Oklahoma,

of \_\_\_\_\_ part <sup>V</sup> of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The North Half of Lots Seven (7) and Eight (8)  
 in Block Six (6) in the Fears Addition to  
 Broken Arrow, Oklahoma,

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$ 266.00 and issued  
 Receipt No. 7041 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 30 day of Dec 1922  
 WAYNE L. DICKEY, County Treasurer

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 Hundred Twenty-six (\$326.33) and 33/100

DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable \_\_\_\_\_ monthly from October 29, 1922.according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, December 29, 1922, due October 29,  
 1923, payable to the mortgagee hereto in the sum of \$326.33, for value  
 received, at its banking office in Broken Arrow, Oklahoma, with interest  
 after maturity at ten per cent. per annum until paid, and an attorney's  
 fee of \$30.00 if placed in the hands of an attorney for collection or  
 suit is filed thereon.

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

Said part <sup>ies</sup> of the first part hereby agree \_\_\_\_\_ that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ they \_\_\_\_\_ will pay a  
 reasonable attorney's fee of thirty - - - - - DOLLARS,  
 which this mortgage also secures.

Part <sup>ies</sup> 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 29th day of December, 1922.

W. R. Bagwell

SEAL

Ora Bagwell

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 29th  
 day of December, 1922, personally appeared \_\_\_\_\_

W. R. Bagwell

and \_\_\_\_\_ Ora Bagwell, husband and wife,

to me known to be the identical person <sup>s</sup> 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 Nov. 4, 1926. (Seal) R. A. Wallingford, Notary Public.I hereby certify that this instrument was filed for record in my office on 30 day of Dec. A. D., 1922at 12:00 o'clock - M. Book 402, Page 206By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.