

218336 C.M.J.

## COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. C. Hayes and Eva Hayes, husband and wife,a \_\_\_\_\_ of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to The Arkansas Valley State Bank of Broken Arrow, Oklahoma,of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section Thirty-five (35), Township Eighteen (18) North, Range Fourteen (14) East, containing 120 acres, more or less,

## TREASURER'S ENFORCEMENT

I hereby certify that I received \$ 70.00 and issued Receipt No. 7092 therefor in payment of mortgage tax on the within mortgage.

Dated this 8 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the said Deputy

This mortgage is given to secure the principal sum of \_\_\_\_\_

Thirty-four Hundred Ninety (\$3490.45) and 45/100

DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable \_\_\_\_\_ annually from March 3, 1923,according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, January 3, 1923, due March 3, 1923, payable to the mortgagee hereto in the sum of \$3490.45, 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 Three Hundred Dollars 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 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 V 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 \_\_\_\_\_, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Three Hundred 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 3rd day of January, 1923.A. C. Hayes

SEAL

Eva Hayes

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 5th day of January, 1923, personally appeared \_\_\_\_\_

A. C. Hayesand Eva Hayes, husband and wife,

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.

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 6 day of January, A. D., 1923at 8:00 o'clock A.M. Book 402, Page 234By Brady Brown Deputy. (Seal) O. G. Weaver, County Clerk.