

The News-Dispatch Print & Audit Co., Shawnee, Okla.
215100 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. Deitemeyer and Lulu Deitemeyer
a Skiatook, Tulsa County, Oklahoma, part^{ies} of the first part, have
mortgaged and hereby mortgage to The First National Bank of Skiatook, Oklahoma
of part. V. of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lots One (1) to Twelve (12) both inclusive,
in Block Four (4) in the Barnett Addition to Skiatook,
according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 22 and issued
Receipt No. 4430 therefor in payment of mortgage
tax on the within mortgage.

Dated this 22 day of Nov 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

Two Thousand Six Hundred and No/100 (\$2600.00)

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable semi-annually annually from date

according to the terms of One certain promissory note described as follows, to-wit: (Copy hereto attached)

February 27th 1923 after date, we, or either of us, promise to pay to the order of The First National Bank of Skiatook, Oklahoma Two Thousand Six Hundred and No/100 Dollars for value received, negotiable and payable at the office of The First National Bank of Skiatook, Oklahoma, without defalcation or discount, with interest at the rate of 10 per cent, per annum from date until paid, defaulting interest to draw same rate as principal. We the makers and endorsers, jointly and severally waive presentment for payment, notice of non-payment, protest or notice of protest, and consent that time of payment may be extended without notice thereof to any of the sureties of this note. It is further expressly agreed that if this note is placed in the hands of an attorney, or collector for collection whether suit is brought on same or not, then, and in that event, to pay the owner or holder of this note, a fee of ten dollars and ten per cent, of the amount due, together with all expenses incurred in the collection of the principal, interest, or any part thereof.

A. Deitemeyer
Lulu Deitemeyer Copy

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, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of Two Hundred Fifty and No/100 DOLLARS, which this mortgage also secures.

Part^{ies} of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 27th day of November, 1922.

A. Deitemeyer

SEAL

Lulu Deitemeyer

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Amasa H. Wurth, a Notary Public in and for said County and State, on this 27th day of November, 1922, personally appeared

A. Deitemeyer and Lulu Deitemeyer, his wife

and

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,
hand

My commission expires September 22nd, 1924. (Seal) Amasa H. Wurth. Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Nov. A. D. 1922

at 2:50 o'clock P. M. Book 402, Page 36

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