

The News-Dispatch Print &amp; Audit Co., Oklahoma, Tulsa

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. J. Murphy and N. M. Murphy, husband and wife,  
of Broken Arrow, Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to The Arkansas Valley State Bank of Broken Arrow, Oklahoma  
 party of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Eleven (11) and Twelve  
 (12) in Block Forty-five  
 (45) in Broken Arrow, Oklahoma,

THEMATIC RECORDING  
 I hereby certify that I received \$440.00 and tested  
 Record No. 44 - 26 - 1923 in payment of mortgage  
 tax of the within mortgage.  
 Dated this 27 day of Jan 1923  
 WAYNE L. DICKEY, County Treasurer  
W. J. 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 Four Hundred Forty (\$440.00) and NO/100

DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable annually from January 26, 1924,

according to the terms of ONE certain promissory note described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, January 26, 1923, due January 26, 1924,  
 payable to the mortgagee hereto in the sum of \$440.00, 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 Forty 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 do 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 do shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part do 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 Forty DOLLARS,  
 which this mortgage also secures.

Part do 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 26th day of January, 1923

A. J. Murphy SEAL

N. M. Murphy SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 26th  
 day of January, 1923, personally appeared A. J. Murphy and N. M. Murphy, husband  
and wife,

to me known to be the identical persons 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 27 day of Jan A. D. 1923  
 at 9.10 o'clock A. M. Book 402, Page 383

By Brady Brown (SEAL) Deputy, O. G. Weaver County Clerk.