

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clyde Presley a single man.

a ----- of Tulsa County, Oklahoma, part Y of the first part, ha. Ye

mortgaged and hereby mortgage to The First National Bank.

of Bixby, Okla. part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots number ten (10) eleven (11) and twelve

and (12) in Block number ten (10) in the town of

I hereby certify that I have received from the County Treasurer the sum of \$40.00 and interest thereon for the within mortgage. Bixby, original townsite, Bixby, Oklahoma,.

Dated this 9 day of Feb. 1923.

WAYNE L. DICKEY, County Treasurer

J. A. Lowman

County

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 & no/100 ----- DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Semi-annually from Mty.

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

One said note dated Jan. 17th, 1923, due July 17th, 1923, together with all conditions of said note.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenant and agree S. 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 Y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part Y 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 Two hundred & No/100 ----- DOLLARS, which this mortgage also secures.

Part Y 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 17th day of Jan. 1923.

Clyde Presley SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 17th day of Jan. 1923, personally appeared Clyde Presley.

and ----- to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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. 22, 1925. (SEAL) J. A. Lowman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Feb. A. D., 1923.

at 9 o'clock A. M. Book 402, Page 459. (SEAL)

By Brady Brown Deputy. O. G. Weaver, County Clerk.