

COMPARED

221998 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. L. Arnett and S. E. Arnett husband and wife

of Creek County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to B. F. Strickland
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Forty nine (49) in Spring Dale Addition
 to the City of Tulsa, according to the recorded
 plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$400.00 and issued
 this 7783 receipt in payment of mortgage
 dated this 16 day of Feb 1923
WAYNE L. DICKEY, County Treasurer
R. H. 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 Thousand

DOLLARS

eight

with interest thereon at the rate of per cent, per annum, payable annually annually from January 8th, 1923

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

Dated January 8th, 1923, for \$4000.00 payable in payments of \$40.
 on the 8th day of each and every month after date until paid,
 signed M. L. Arnett and S. E. Arnett,

evidence of the within indebtedness.

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, will pay a
 reasonable attorney's fee of One Hundred and Fifty Dollars 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 8th day of January, 1923.

M. L. Arnett

SEAL

S. E. Arnett

SEAL

STATE OF OKLAHOMA, County of Creek, ss:

Before me, -----, a Notary Public in and for said County and State, on this 10th
 day of January, 1923, personally appeared

M. L. Arnett

and S. E. Arnett husband and wife

to me known to be the identical person 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 Oct. 5th, 1925. (Seal) P. R. Higgins, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Feb. A. D., 1923
 at 1:00 o'clock P.M. Book 402, Page 501

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