

223058 DLE:

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.O. Snoddy and Laura B. Snoddy his wife

a Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The Bixby State Bank

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

Lots sixty two (62) and sixty three (63) in block thirty four (34) Midland addition to the town of Bixby, Oklahoma, Tulsa County.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
I hereby certify that I received \$ 306.00 and being  
Receiv. No. 7991 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 1 day of March 1923  
WAYNE L. DICKLEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same, as follows

This mortgage is given to secure the principal sum of Three hundred and no/100 DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable annually from Maturity  
according to the terms of a certain promissory note described as follows, to-wit:

November 15th 1922.  
November 15th 1923 after date for value received I we or  
either of us promise to pay to the order of the Bixby State Bank.  
Three hundred and no/100 dollars with interest at the rate of ten  
per cent from maturity.

Signed W. O. Snoddy and Laura B. Snoddy

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

Said parties 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 50.00 DOLLARS, which this mortgage also secures.

Parties 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 15 day of November, 1922

W. O. Snoddy SEAL  
Laura B. Snoddy SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, William J. Cross, a Notary Public in and for said County and State, on this 15th day of November, 1922, personally appeared W. O. Snoddy and Laura B. Snoddy his wife

ss: William J. Cross  
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 May 27-1924 (SEAL) William J. Cross Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Feby A. D., 1923  
at 1.40 o'clock P.M. Book 402, Page 569  
(SEAL)  
By Brady Brown Deputy, O. G. WEAVER County Clerk.