

223355 C.M.J.

REAL ESTATE MORTGAGE

Dave Hyams and Francies Hyams

KNOW ALL MEN BY THESE PRESENTS, That

a _____ of Bixby, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to First National Bank, Bixby Okla.

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

South West Quarter (SW¹/₄) of the South East Quarter (SE¹/₄) of Section Nineteen (19) Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian, containing forty acres more or less.

Filed for record in the office of the County Clerk of Tulsa County, Oklahoma, this 2nd day of March, 1923, at 9:00 o'clock A.M. Book 402, Page 589.
Dated this 2nd day of March, 1923.
WAYNE L. LICKLEY, County Treasurer

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

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable annually from Maturity

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

Dated March 2, 1923 amount \$2,000.00 due March 2, 1924 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 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 parties 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, they will pay a reasonable attorney's fee of Two hundred no/100 DOLLARS, which this mortgage also secures.

Parties 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 2nd day of March, 1923.

Dave Hyams SEAL
Francies Hyams SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 2nd day of Mch., 1923, personally appeared

Dave Hyams

and Francies Hyams

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. 22, 1925. (Seal) J. A. Lowman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of March, A. D., 1923 at 9:00 o'clock A.M. Book 402, Page 589

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