

MORTGAGE RECORD NO. 402

215562 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ellis Haikey and Sarah Haikey husband and wife

a of Tulsa County, Oklahoma, part V of the first part, ha. ve
 mortgaged and hereby mortgage to First National Bank of 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:

Lots 27 and 28 in block 16 in the Midland Addition
 to Bixby, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10 and issued
 No. 6674 therefor in payment of mortgage
 on the within mortgage
 Dated this 5 day of Dec 1922

WAYNE L. DICKEY, 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

Four hundred ninety seven No/100

DOLLARS

with interest thereon at the rate of ten Per cent, per annum, payable - - - annually from Maturity

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

Dated at Bixby Oklahoma November 29th 1922 due November 29, 1923 payable to the
 mortgagee hereto in the sum of \$497.00 for value received payable at its banking
 house in Bixby Oklahoma.

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

Said part 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 \$45.00 DOLLARS,
 which this mortgage also secures.

Part 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 29th day of November 1922.

Ellis Haikey

SEAL

My commission expires Feb. 12th, 1923

Sarah Haikey

SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, a Notary Public in and for said County and State, on this 4th
 day of Dec. 1922, personally appeared

Ellis Haikey

and Sarah Haikey

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 Feb. 12th, 1923. (Seal) W. E. Adelman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Dec. A. D. 1922
 at 5:50 P. M. Book 402, Page 70

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.