

COMPARED

MORTGAGE RECORD NO. 402

215748 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That V. L. Hackney and his wife, Orletha M. Hackney
 a of Jenks, Tulsa County, Oklahoma, part ies of the first part, ha. ve
 mortgaged and hereby mortgage to The First State Bank, Jenks, Oklahoma
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24) in Block Twenty (20) in the town of Jenks, Oklahoma according to the plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 304 and issued Receipt No. 6314 therefor in payment of mortgage tax on the within mortgage.

Dated this 24 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

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

Deputy

This mortgage is given to secure the principal sum of

Fifteen hundred and no/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable annually from date

according to the terms of one certain promissory note described as follows to-wit: bearing even date herewith and given as evidence of the within indebtedness. Due one year after date.

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 fifty 00 100 DOLLARS, which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 10th day of November, 19 22.

V. L. Hackney

SEAL

Orletha M. Hackney

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 10th day of November, 19 22, personally appeared

V. L. Hackney

and Orletha M. Hackney, his wife

to me known to be the identical person s 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 September 2nd, 1925. (Seal) Minnie Hago, Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of Dec. A. D. 19 22 at 1:00 o'clock P. M. Book 402, Page 86

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