

#227893 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That William L. Kirk and Mary L. Kirk, husband and wife, of Broken Arrow, Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The Arkansas Valley State Bank of Broken Arrow, Oklahoma, of Broken Arrow, Tulsa, County, Oklahoma, part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

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A. J.

The West Half of the Southeast Quarter of Section Two (2) Township Eighteen (18) North Range Fourteen (14) East, containing 80 acres, more or less.

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 Nine Thousand Nine Hundred Fifteen (\$9915.32) and 32/100 DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable October 2, 1923,

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

Dated at Broken Arrow, Oklahoma, April 2, 1923, due October 2, 1923, payable to the mortgagee hereto in the sum of \$9915.32, for value received, at its banking office in Broken Arrow, Oklahoma, with interest after maturity at ten per cent, per annum until paid and an attorney's fee of \$900.00 if placed in the hands of an attorney for collection or suit is filed thereon.

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, and to insure, and keep insured in favor of second party, buildings on said 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, they will pay a reasonable attorney's fee of Nine Hundred 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 April, 19 23.

William L. Kirk SEAL.

Mary L. Kirk SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. E. Laws, a Notary Public in and for said County and State, on this 3rd

day of April, 19 23, personally appeared William L. Kirk and Mary L. Kirk,

husband and wife,

xxx

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 Feby. 19, 1927 (SEAL) W. E. Laws, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of April, A. D., 19 23

at 9 o'clock A. M. Book 439, Page 323

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