

228560 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Bessie McKinney and her husband Henry McKinney
R. # 2. Tulsa, Tulsa
 a County, Oklahoma, part 108 of the first part, have
 mortgaged and hereby mortgage to Fred Richards
 of part 108 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The West Half (W¹) of the East Half (E¹) of the South West
 Quarter of the South East Quarter of Section Three, Township
 Eighteen North Range Thirteen East containing 10 acres more
 or less.

Filed for record in Book 439, Page 371
 Record No. 2081
 Tax on this mortgage \$17.00
 Dated this 25th day of April, 1923
 W. H. L. DICKIN, 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 Seventeen Hundred DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

\$1700. Broken Arrow, Okla. April 24th, 1923
 On or before July 24th 1923. After date, for value received, I, we or either of us jointly
 and severally waiving grace, and protest, promise to pay to the order of Fred Richards at
 the Arkansas Valley State Bank, of Broken Arrow, Okla. Seventeen Hundred Dollars with in-
 terest from date at the rate of Eight per cent per annum payable annually until paid. The
 interest, if not paid annually to become as principal and bear the same rate of interest,
 and in case this note is placed in the hand of an attorney for collection -- agree to pay ten
 per cent additional for the collection of the same. The endorsers, guarantors and assignors
 severally waive presentment for payment, protest and notice of protest thereof, for non-
 payment of this note, and consent that time of payment may be extended without notice.

Copy of note

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby
 covenant, bind 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 --- DOLLARS,
 which this mortgage also secures.

Parties 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 24th day of April, 1923

Bessie McKinney SEAL
Henry McKinney SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 24
 day of Apr., 1923, personally appeared

Bessie McKinney and
Henry McKinney, her husband

and ---
 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 hand and official seal the day and year last above written.
 My commission expires June 20th, 1926. (Seal) M. G. Williams, Notary Public.

I hereby certify that this instrument was filed for record in my office on 25 day of April, A. D. 19 23
 at 8:00 o'clock A. M. Book 439, Page 371

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