

COMPARED

MORTGAGE RECORD NO. 439

The News Dispatch Printing & Audit Co., Shawnee, Okla.

#228506 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Joseph C. Hodgson and Nella T. Hodgson, his wife,
 a Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to The Bixby State Bank
 of partly of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots One (1) and Two (2) in Block Six (6)
 Midland Addition to the town of Bixby
 Oklahoma.

THE COUNTY TREASURER'S RECEIPT
 I hereby certify that I have received of S. L. S. and issued
 Receipt No. 9060 for the payment of mortgage
 tax on the within described premises
 Dated this 24 day of April, 1923
WAYNE L. LICK, County Treasurer
A. J.

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 Eight Hundred Sixty Five and 50/100
 ----- DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable ----- annually from Maturity
 according to the terms of a certain promissory note ----- described as follows, to-wit:

One note dated January 20, 1923 due January 20, 1924, with
 interest at the rate of ten per cent from Maturity. Payable
 to the Bixby State Bank and Signed Joseph C. Hodgson and Nella
 T. Hodgson

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, ----- will pay a
 reasonable attorney's fee of One hundred and 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 20 day of January, 1923.

Joseph C. Hodgson SEAL

Nella T. Hodgson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 20th
 day of January, 1923, personally appeared Joseph C. Hodgson and Nella T. Hodgson
his wife,

XXXX

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 Apr. 19, 1925. (SEAL) Harry W. Worsham Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of April A. D., 1923
 at 2 o'clock P. M. Book 439, Page 378.
 By Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk.