

COMPARED

MORTGAGE RECORD NO. 439

431

229199 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. A. St. Clair and Edith V. St. Clair, husband and wife,  
 of Broken Arrow, Tulsa County, Oklahoma, part ies of the first part, ha.VE  
 mortgaged and hereby mortgage to The Arkansas Valley State Bank of Broken Arrow, Oklahoma,  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Numbered One (1), Two (2) and Three (3) in Block Numbered  
 Twelve (12) in Broken Arrow, Oklahoma,

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

Five Hundred Sixty-five (565.00)

DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable annually from August 1, 1923,

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

Dated at Broken Arrow, Oklahoma, May 1, 1923, due August 1, 1923, payable to  
 the mortgagee hereto in the sum of \$565.00, 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 \$50.00 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 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. 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 part V 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 fifty DOLLARS,  
 which this mortgage also secures.

Part ies 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 1st day of May, 19 25.

J. A. St. Clair SEAL

Edith V. St. Clair SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 1st  
 day of May, 19 25, personally appeared

J. A. St. Clair and Edith V. St. Clair, husband and wife

and  
 to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executed  
their  
 the same as free and voluntary act and deed for the use; and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires Nov. 4, 1926. (Seal) R. A. Wallinford, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of May, A. D., 1923.

at 9:00 o'clock A. M. Book 439, Page 431.

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