

230701 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That **Robert Vannoy, a single man**

a \_\_\_\_\_ of **Tulsa** County, Oklahoma, part **V.** of the first part, has **S.**  
 mortgaged and hereby mortgage to **James R. Hall**  
 of \_\_\_\_\_ part **V.** of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The South-west quarter of the North-west quarter of the  
 North-west quarter of Section One, Township Nineteen  
 North, Range Fourteen East of the Indian Base and Meridian.

9538

110

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May 1923

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 \_\_\_\_\_

**Twenty-three**

DOLLARS,

with interest thereon at the rate of **10** per cent, per annum, payable **semi-** annually from **September 1, 1923**according to the terms of **one** certain promissory note \_\_\_\_\_ described as follows, to-wit:**Broken Arrow, Okla. May 15, 1923. \$23.**

September 1, 1923 after date, without demand, notice or protest, we or either of us,  
 as principals, promise to pay to the order of James R. Hall Twenty-three Dollars,  
 for value received, negotiable and payable, with interest from maturity at the rate of  
 10 per cent. per annum, payable at the First National Bank, Broken Arrow, Okla. Interest  
 payable annually. If the interest be not paid when due it shall become a part of the  
 principal and bear the same rate of interest. The makers, sureties and endorser waive  
 demand, notice and protest and agree to let the time of payment be extended without  
 our consent from time to time until paid. In case this note is placed in the hands of  
 an Attorney for collection I, or we, agree to pay 15.00 additional as Attorney's fee.

Signed **Robert Vannoy**

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part \_\_\_\_\_ 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 \_\_\_\_\_ shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part **V.** of the first part hereby agree **S.** that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
 reasonable attorney's fee of **Fifteen Dollars** DOLLARS,  
 which this mortgage also secures.

Part **V.** 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 **15th** day of **May**, 19 **23****Robert Vannoy**

SEAL.

SEAL.

STATE OF OKLAHOMA, County of **Tulsa**, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this **15th**  
 day of **May**, 19 **23**, personally appeared \_\_\_\_\_

**Robert Vannoy, a single man**

and \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that **he** executed  
 the same as **his** 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 **Jan. 28, 1924. (Seal)** **Chas. E. Foster,** Notary Public.

I hereby certify that this instrument was filed for record in my office on **16** day of **May**, A. D., 19 **23**  
 at **2:30** o'clock **P.** M. Book 439, Page **558**

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