

COMPARED

MORTGAGE RECORD NO. 439

231427 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Susanna Holmes, nee Haikey, and Lige Holmes, her husband
 a _____ of Tulsa County, Oklahoma, part ies of the first part, have
 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:

The Northwest Quarter of the Southeast Quarter of Section
 Thirty-two (32) Township Eighteen (18) North, Range Fourteen
 (14) East, containing 40 acres, more or less,

Hereby certify that I received \$ 100 and is in
 Receipt No. 9700 for the full payment of mortgage
 tax on the within described land.

Dated this 25 day of May, 1923

WAYNE L. LICKY, County Treasurer

O.S.B.

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 _____

One Hundred (\$100.00) and No/100

DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable annually from July 29, 1923,

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

Lated at Broken Arrow, Oklahoma, May 23, 1923, due July 29, 1923, payable
 to the mortgagee hereto in the sum of \$100.00 for value recieved, 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 \$15.00
 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 part ies 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 Fifteen _____ 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 23rd day of May, 19 23

Susanna Holmes, nee Haikey SEAL

Lige Holmes SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 23rd
 day of May, 19 23, personally appeared _____

Susanna Holmes, nee Haikey,

and Lige Holmes, her husband

to me known to be the identical person s 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 Nov. 4, 1926. (Seal) R. A. Wallingford, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of May, A. D., 19 23
 at 9:00 o'clock A. M. Book 439, Page 612

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