

234081 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Walter H. Brecht and Bertha L. Brecht, husband and wife
 of Broken Arrow, Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to The Arkansas Valley State Bank of Broken Arrow, Oklahoma,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Five (5), Six (6) and Seven (7) in Block Seventy-five
 (75) in the original town of Broken Arrow, Oklahoma,

10397
 Dated this 2 July, 1923
Walter L. Brecht Treasurer
E. G. Weaver Deputy

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 Two Thousand (\$2000.00) DOLLARS,
 with interest thereon at the rate of one per cent, per annum, payable annually from July 23, 1923,
 according to the terms of one certain promissory note described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, June 23, 1923, due July 23, 1923, payable to the mortgagee hereto in the sum of \$2000.00 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 Two Hundred Dollars 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 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 upon 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 the second party shall be entitled to the immediate possession of the premises and all the 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 Two Hundred DOLLARS which this mortgage also secures.

Part 1st 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 June, 1923

Walter H. Brecht

SEAL

Bertha L. Brecht

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 June, 1923 personally appeared
Walter H. Brecht
 and Bertha L. Brecht, husband and wife,
 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 25 day of June, A. D., 1923
 at 8:30 o'clock A. M. Book 439, Page 185
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk