

COMPARED

Overbay Bros., Builders

234534 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Iona Hume, nee McIntosh and Fred Hume, her husband
Tulsa County, Oklahoma, part 1st of the first part, has
 mortgaged and hereby mortgage to The Arkansas Valley State Bank of Broken Arrow, Oklahoma
 of part 1/2 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) of Section Thirteen (13) and Lot One (1)
 of Section Fourteen (14), all in Township Seventeen
 (17) North, Range Fourteen (14) East of the Indian
 Base and Meridian, containing 38.20 acres, more or
 less, according to the United States survey thereof,

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 (\$500.00) DOLLARS,
 with interest thereon at the rate of ten per cent, per annum, payable annually from October 29, 1923,
 according to the terms of one certain promissory note described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, June 28, 1923, due October 29,
 1923, payable to the mortgagee hereto in the sum of \$500.00,
 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.

THIS INSTRUMENT
 No. 10381 and issued
 for the purpose of payment of mortgage
 tax on the 20th day of June, 1923.
 Dated this 20th day of June, 1923.
WAYNE L. DUNN, County Recorder
058
 Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st 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 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 28th day of June, 19 23

Iona Hume nee McIntosh

SEAL

Fred Hume

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, October 23, 19 23, a Notary Public in and for said County and State on this 28th
 day of October, 19 23, personally appeared

Iona Hume, nee McIntosh
 and Fred Hume, her husband
 to me known to be the identical person se 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 29 day of June, A. D., 19 23
 at 9:00 o'clock P. M. Book 439, Page 208
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk