

Overlay Broc. Binders

#235444 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. J. Hill and Lula A. Hill, husband and wife, of Broken Arrow, Tulsa County, Oklahoma, parties 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 Numbered Seven (7), Eight (8) and Nine (9) in Block Numbered Thirty-seven (37) in the original Town of Broken Arrow, Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$111.10 and issued Receipt No. 10593 therefor in payment of mortgage tax on the within mortgage.

Dated this 12 day of July, 1923

W. W. Stuckey County Treasurer  
W. J. B. 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 Five Hundred Seven (\$507.76) and 76/100 DOLLARS, with interest thereon at the rate of one per cent, per annum, ~~xxxxxxxxxxxxxxxxxxxx~~ from August 26, 1923, according to the terms of One certain promissory note described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, July 10, 1923, due August 26, 1923, payable to the Mortgagee hereto the sum of \$507.76, 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 party ~~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 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 10th day of July, 1923.

M. J. Hill SEAL

Lula A. Hill SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_ a Notary Public in and for said County and State on this 10th day of July, 1923, personally appeared M. J. Hill and Lula A. Hill, husband and wife,

~~xxx~~ to me known to be the identical person, 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 11 day of July, A. D., 1923 at 8:30 o'clock A. M. Book 439, Page 276  
By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk