

COMPARED

Overhay Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Claude Pendergraft and Louella Pendergraft,
~~xx husband and wife~~ of Broken Arrow, Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgago 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 Seven (7), Eight (8) and Nine (9) in Block
 Twenty-three (23) in Broken Arrow, Oklahoma.

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 Fifty-eight (\$158.79) and 79/100
 ----- DOLLARS,
 with interest thereon at the rate of ten per cent, per annum, ~~xxxx~~ from January 17, 1924
 according to the terms of one certain promissory note ----- described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, July 17, 1923, due January 17,
 1924, payable to the mortgagee hereto in the sum of \$158.79, 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 \$15.00 if placed in the hands of an attorney
 for collection or suit is filed thereon.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 158.79 and issued
 Receipt No. 10793 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 19 day of 7, 1923.
W. W. Stuckey, County Treasurer
P. S. B.
 Deputy

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 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 part Y shall be entitled to the immediate pos-
 session 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 Fifteen ----- 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 17th day of July, 1923

Claude Pendergraft SEAL
Louella Pendergraft. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 17th
 day of July, 1923 personally appeared Claude Pendergraft and Louella Pendergraft
husband and wife,

~~xxx~~ 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 Apr. 16, 1927. (SEAL) Will J. Swift. Notary Public

I hereby certify that this instrument was filed for record in my office on 18 day of July, A. D. 19 23
 at 9 o'clock A. M. Book 439, Page 304
 By Brady Brown Deputy. O. G. Weaver. County Clerk
 (SEAL)