

COMPARED

Overbay Bros. Binders

236327 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. E. Bradley and Martha B. Bradley, husband and wife  
 of Broken Arrow, 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 Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Nine (9), Ten (10) and Eleven (11) in Block  
 Fifty-nine (59) 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 Eight Hundred One (\$801.43) and 43/100 DOLLARS,  
 with interest thereon at the rate of ten per cent, per annum, payable annually from March 21, 1924,  
 according to the terms of One certain promissory note described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, July 21, 1923, due March 21, 1924, payable  
 to the mortgagee hereto in the sum of \$801.43, 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 \$80.00 if  
 placed in the hands of an attorney for collection or suit is filed thereon.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.16 and issued  
 Receipt No. 10772 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 24 day of 7 1923  
W. W. Stucky County Treasurer  
P. B. Deputy

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 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 X shall be entitled to the immediate pos-  
 session of the premises and all the 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 Eighty 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 21st day of July, 1923

W. E. Bradley

SEAL

Martha B. Bradley

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 21st  
 day of July, 1923, personally appeared

W. E. Bradley  
Martha B. Bradley, husband and wife,  
 and ---  
 to me known to be the identical person E 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 23 day of July, A. D., 1923  
 at 9:40 o'clock A. M. Book 439, Page 338  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk