

Overbay Bros. Binders

237329 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. C. Poynor and Laura Poynor, husband and wife,  
 of Tulsa County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to First National Bank of Broken Arrow, Okla.  
 of part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots 19, 20, 21, 22, 23 and 24 in Block 13, and Lots 1, 2, 3, 4, 5, Block  
 14 and lots 12, 13, 14, 15, 16, 17 and 18 in Block 66, all in the original  
 town of Broken Arrow, Okla.

This mortgage is given subject to a mortgage to the Broken Arrow  
 Building and Loan Association dated the 19th day of June 1923, in the  
 sum of \$1250.00 and covering lots 12, 13, 14, 15, 16, 17, and 18 in Block  
 66 also subject to a mortgage in favor of E. E. Luster in the sum of  
 \$1,000.00 covering lots 19, 20, 21, 22, 23, 24 in Block 13, all original  
 town of Broken Arrow, Okla.

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 Six hundred Eighty Five & No/100 DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable annually from Sept. 1st, 1923.  
 according to the terms of 2 certain promissory note described as follows, to-wit:

Broken Arrow, Okla. August 1st, 1923. \$685.00  
 Sept. 1st, 1923 after date, without demand, notice or protest, we, or either of  
 us, as principal, promise to pay to the order of THE FIRST NATIONAL BANK OF BROKEN  
 ARROW, OKLA. Six hundred Eighty Five & No/100 Dollars, for value received, negotiable  
 and payable, with interest from mty. at the rate of 10 per cent. per annum, payable  
 at the FIRST NATIONAL BANK of Broken Arrow, Okla. Interest payable annually. If  
 the interest be not paid when due it shall become a part of the principal and bear  
 the same rate of interest. The makers, sureties and endorsers waive demand, notice  
 and protest and agree to let the time of payment be extended without our consent  
 from time to time until paid. In case this note is placed in the hands of an Attorney  
 for collection I, or we, agree to pay ten per cent. additional as Attorney's fee.

C O R Y

M. C. Poynor  
Laura Poynor

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 685.00 and issued  
 Receipt No. 11122 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 4 day of Aug 1923  
W. W. Stucky 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 part 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.

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 shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a  
 reasonable attorney's fee of Sixty Eight & No/100 DOLLARS  
 which this mortgage also secures.

Part 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 1st day of Aug., 19 23

M. C. Poynor SEAL  
Laura Poynor SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Joseph C. Dowdy, a Notary Public in and for said County and State on this 1st  
 day of August, 19 23, personally appeared

M. C. Poynor  
 and Laura Poynor, 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 Aug. 28, 1924 (Seal) Joseph C. Dowdy Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of August, A. D., 19 23  
 at 9:00 o'clock A. M. Book 439, Page 410  
 By Brady Brown Deputy (Seal) O. G. Weaver County Clerk