

239111 M H

Overbag Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Joseph Heflin and Susie Edith Heflin, husband and wife of Tulsa County, Oklahoma, part 1st of the first part, ha. Ve mortgaged and hereby mortgage to The Arkansas Valley State Bank of Broken Arrow, Oklahoma of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The East Half of the Southeast Quarter of the Southeast Quarter, and the East Half of the Southeast Quarter of the Southeast Quarter, and the Southeast Quarter of the Northeast Quarter of the Southeast Quarter, and the East Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter, all in Section Four (4), Township Seventee (17) North, Range Fourteen (14) East, containing 45 acres, more or less,

TRUSTEES' ENDORSEMENT
I hereby certify that this instrument was filed for record in my office on 11/25/24 and issued 31 day of Aug. 1923
W. W. Sackley, County Treasurer
B. Quinn 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 Eight Hundred (\$800.00) DOLLARS, with interest thereon at the rate of ten per cent, per annum, payable from August 29, 1923 according to the terms of one certain promissory note described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, August 29 1923, due August 29, 1924, payable to the mortgagee hereto in the sum of \$800.00, for value received, at its banking office in Broken Arrow, Oklahoma, with interest after date 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

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 lease and key chartered in favor of second party building 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 part shall be entitled to the immediate possession 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 Eighty 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 29th day of August 1923.

Jacob H. Heflin SEAL
Susie Edith Heflin SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 19 23, a Notary Public in and for said County and State on this 29th day of August 19 23 personally appeared Jacob Heflin and Susie Edith Heflin, 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 Nov 4, 1926 (Seal) R. H. Wallingford Notary Public

I hereby certify that this instrument was filed for record in my office on 30th day of August A. D., 1923 at 10 o'clock A. M. Book 439, Page 529
By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk