

239290 K H
Overbury, Bro. Broken

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I Mrs. Emma Morris, formerly Mrs. Emma Dollis, a single woman of Tulsa County, Oklahoma, part Y. of the first part, have mortgaged and hereby mortgage to The First National Bank of Broken Arrow, Okla. part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots 1, 2 and the east 18 feet of Lot 3 in Block 33, in the original Town of Broken Arrow

The mortgage on the above described property is given subject to a mortgage to the Broken Arrow, Building and Loan Association of Broken Arrow, Okla. Dated June 27th 1923 in the sum of \$ 500.00

Lot

Lot 7 in Block 46, in the original town of Broken Arrow, Okla

The mortgage on the above described property is given subject to a mortgage in favor of Lydia Whitenack in the sum of \$2000.00.

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 seventy five & no/100 DOLLARS, with interest thereon at the rate of 10 per cent, per annum, payable annually from August 25th, 1923 according to the terms of a certain promissory note described as follows, to-wit:

Broken Arrow, Okla., August 25th, 1923 \$175.00

Feb. 25th, 1924 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. One hundred seventy five & No/100 Dollars.

For value received, negotiable and payable, with interest from date 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

No.
P O Copy

Mrs Emma Morris formerly
Mrs Emma Dollis

11397

5 Sept 3
B. Quinn

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, and to insure and keep insured in full 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 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 twenty # 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 25th day of August, 1923

Mrs Emma Morris SEAL
Formerly Mrs Emma Dollis SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 1923, personally appeared Mrs Emma Morris

and formerly Mrs Emma Dollis to me known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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 Sept. A. D., 1923 at 8:30 o'clock A. M. Book 439, Page 557
By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk