

# 239843 M H

Overbay Bros., Builders

## REAL ESTATE MORTGAGE COMPARED

KNOW ALL MEN BY THESE PRESENTS, That T. D. Lemon, J. W. Lemon and Jessie Lemon, his wife  
 a Broken Arrow, Tulsa County, Oklahoma, part 109 of the first part, ha ve  
 mortgaged and hereby mortgage to The Arkansas Valley State Bank  
 of Broken Arrow, Oklahoma part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) in Block Fifty-two (52); Lots Numbered One (1), Two (2), Three (3),  
 Four (4), Five (5) and Six (6) in Block Numbered Sixty-Three (63); and Lots  
 Numbered Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13)  
 and Fourteen (14) in Block Numbered Sixty-three (63) all in Broken Arrow, Oklahoma;

I hereby certify that I received 624 and issued  
 Receipt No. 11504 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 12 day of Sept 1923  
W. W. Stuckey, County Treasurer  
a James  
 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  
Three Thousand Eighty-two (\$3082.12) and 12/100 DOLLARS,  
 with interest thereon at the rate of ten per cent, per annum, ~~payable~~ from September 11, 1924  
 according to the terms of one certain promissory note described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, September 11, 1923, due September 11, 1924,  
 payable to the mortgagee hereto in the sum of \$3082.12, for value received, at its  
 banking office in Broken Arrow, Oklahoma, with interest after maturity at ten per  
 cent. per annum until paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 109 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 109 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 Three Hundred DOLLARS  
 which this mortgage also secures.

Part 109 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 11th day of September, 1923.

T. D. Lemon SEAL

G. W. Lemon SEAL  
Jessie Lemon

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, tk, a Notary Public in and for said County and State on this 11th  
 day of September, 1923, personally appeared

T. D. Lemon, G. W. Lemon  
 and Jessie Lemon, his 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. A. Wallingford Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of September A. D., 1923  
 at 8.30 o'clock A. M. Book 439, Page 592

By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk