

239844 M H

Overbox, Brn., Binders

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Bettie W. Staats and J. Y. Staats her husband
 a _____ of _____ Tulsa County, Oklahoma, part 1st the first part, ha. VA
 mortgaged and hereby mortgage to G. W. Laws
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Numbered Sixteen (16) Seventeen (17) and Eighteen (18) all in Block Numbered
 Thirty Six (36) original townsite of 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 _____
One Thousand and no/100 DOLLARS,
 with interest thereon at the rate of ten per cent, per annum, payable _____ annually from September 10, 1923
 according to the terms of one certain promissory note _____ described as follows, to-wit:

Broken Arrow, Okla., September 10 1923 \$1000.00

September 10 1926 after date, without demand, notice or protest, we, or either of us, as
 principal, promise to pay to the order of G. W. Laws One Thousand and no/100 Dollars for
 value received, negotiable and payable, with interest from date at the rate of ten per
 cent, per annum, payable at the First National Bank, 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

Bettie W. Staats

J. Y. Staats

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 60 and issued
 Receipt No. 41504 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 13 day of Sept, 1923

W. W. Stuckey, County Treasurer

James
 Deputy

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 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 2 shall be entitled to the immediate pos-
 session 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, _____ will pay a
 reasonable attorney's fee of One Hundred and no/100 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 10th day of September, 1923.

Bettie W. Staats

SEAL

J. Y. Staats

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 10th
 day of September, 1923, personally appeared

Bettie W. Staats

and J. Y. Staats her husband

to me known to be the identical person 9 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 Sept., A. D., 1923
 at 8.30 o'clock A. M. Book 439, Page 593

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