

243158 M E

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. D. McAnally and Rossie Mc Anally, husband and wife,
of Broken Arrow, Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to M. J. Hill
 of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Seven (7), Eight (8) and Nine (9) in Block Thirty-seven (37) in the original
 town of Broken Arrow, Oklahoma.

TREASURER'S ENDORSEMENT
 I hereby certify that \$ 12 and issued
 Receipt No. 12229 for payment of mortgage
 tax on the within mortgage.
 Dated this 29 day of Oct, 1923
W. W. Stuckey, County Treasurer
JB
 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

Five Hundred Seventy (\$570.70) and 70/100

DOLLARS,

with interest thereon at the rate of Eight per cent, per annum, ~~payable~~ from October 24, 1923

according to the terms of One certain promissory note described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, October 24, 1923, due April 24, 1924, payable
 to the mortgagee hereto in the sum of \$570.70, for value received, at Broken
 Arrow, Oklahoma, with interest after date at eight 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 is 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 on the premises.
 and to insure, and keep insured 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 second part Y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies 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 Fifty DOLLARS,
 which this mortgage also secures.

Part ies 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 24th day of October, 1923.

C. D. McAnally

SEAL

Rossie Mc Anally

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 26th
 day of October, 1923, personally appeared

C. D. McAnally

and Rossie McAnally, husband and wife,

to me known to be the identical person is 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 2/25/1926

(Seal)

A. M. Laws

Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of October, A. D. 1923.

at 8.30 o'clock A. M.

By Brady Brown

Deputy

(Seal)

O. C. Weaver

County Clerk