

REAL ESTATE MORTGAGE

Walter N. Carner and Rebecca J. Carner, his wife,

KNOW ALL MEN BY THESE PRESENTS, That

a Broken Arrow, Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The Arkansas Valley State Bank, of Broken Arrow, Oklahoma, of part. Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots One (1) and Two (2) in Block Six (6) in the Homestead Addition to Broken Arrow, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 219.64 and issued Receipt No. 12646 in payment of mortgage tax on the within mortgage.

Dated this 26 day of Nov, 1923

W. W. Weaver, County Treasurer

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 Two Hundred Nineteen (\$219.64) and 64/100

DOLLARS.

with interest thereon at the rate of ten per cent, per annum, ~~payable~~ from October 23, 1924.

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

Dated at Broken Arrow, Oklahoma, November 23, 1923, payable ~~to~~ the mortgagee hereto in the sum of \$219.64, 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^{ies} 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, 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 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 Twenty 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 23rd day of November, 1923.

Walter N. Carner

SEAL

Rebecca J. Carner,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 23rd day of November, 1923, personally appeared Walter N. Carner and Rebecca J. Carner, his wife,

and to me known to be the identical person 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 use 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 24 day of Nov. A. D. 1923 at 1 o'clock P. M.

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