

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That William L. Kirk and Mary L. Kirk, husband and wife,
 of 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:

The West Half of the Southeast Quarter of Section
 Two (2) Township Eighteen (18) North, Range Fourteen
 (14) East, containing 80 acres, more or less.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 180 and issued
12845 bonds in payment of mortgage

on 10 Dec., 1923

S.B.
 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 Nine Five Thousand (\$9000.00) and No/100 - - - -
 ----- DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable annually from February 7, 1924,
 according to the terms of one certain promissory note, ----- described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, December 7, 1923, due
 February, 7, 1924, payable to the mortgage hereto in
 the sum of \$9000.00, for value received, at its banking
 office in Broken Arrow, Oklahoma, with interest after mat-
 urity at ten per cent per annum until paid, and an attorney's
 fee of \$900.00 if placed in the hands of an attorney for
 collection or suit is filed thereon.

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 nine hundred 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 7th day of December, 1923

William L. Kirk SEAL

Mary L. Kirk SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 7th
 day of december, 1923, personally appeared William L. Kirk, and Mary L. Kirk, husband,
and wife,

and -----
 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 8 day of Dec., A. D., 1923
 at 1 o'clock P. M.

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