

COMPARED

#247344 NS

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. O. McPeck and Cora J. McPeck, his wife,
 a Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to The First National Bank, Bixby, Okla.
 of parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots number Three (3) Block Number Fifteen (15)
 Original Townsite of the Town of Bixby, Oklahoma.

13061
 26 Dec 1923

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 Five No/100 SB
----- DOLLARS,
 with interest thereon at the rate of nine per cent, per annum, payable semi-annually from date
 according to the terms of one certain promissory note ----- described as follows, to-wit:

One Note dated December 16th, 1923, Due December, 16th,
 1924, with all condition of said note.

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 parties shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said parties of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, ----- will pay a
 reasonable attorney's fee of Fifty Seven 50/100 ----- DOLLARS,
 which this mortgage also secures.

Parties 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 16th day of December, 1923.

R. O. McPeck SEAL

Mrs. Cora J. McPeck SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 16th
 day of Dec., 1923, personally appeared R. O. McPeck and Cora J. McPeck,

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. 22, 1925. (SEAL) J. A. Lowman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of Dec., A. D., 1923
 at 3 o'clock A. M.

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