

COMPARED

MORTGAGE RECORD NO. 402

297

The New Dispatch Print & Bind Co., Shawnee, Okla.

219098 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jennie B. Clay and A. P. Clay, her husband,
 of Tulsa County, Oklahoma, part ^{ies} of the first part, have
 mortgaged and hereby mortgage to Security National Bank of Tulsa,
 of part ^y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots 15 and 16, in Block 9, Overlook Park Addition,
 to the City of Tulsa, Oklahoma subject to a First
 Mortgage of about \$2,000.00 payable to the Tulsa
 Building and Loan Association.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$400.00 and issued
 Receipt No. 1212-1-10 in payment of mortgage
 tax on the within mortgage.
 Dated this 16 day of Jan 1923
 WAYNE L. DICKLEY, 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
 Five Hundred (\$500.00) DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable semi-annually from maturity
 according to the terms of One certain promissory note described as follows, to-wit:

Dated January 10, 1923, payable to the Security
 National Bank of Tulsa, for \$500.00, signed Jennie
 B. Clay and A. P. Clay, and due in ninety days from
 date.

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.

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, will pay a
 reasonable attorney's fee of 10% of the amount due, and fifteen (\$15.00) 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 10th day of January, 1923.

Jennie B. Clay SEAL

A. P. Clay 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 January, 1923, personally appeared

Jennie B. Clay,

and A. P. Clay, her husband

to me known to be the identical person ^s who executed the within and foregoing instrument and acknowledged to me that they
 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 September 23-23. (Seal) James B. Brooks, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Jan. A. D., 1923
 at 2:55 o'clock P.M. Book 402, Page 297

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