

219194 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Dan A. Burton

a of Tulsa County, Oklahoma, part V of the first part, ha mortgaged and hereby mortgage to Security National Bank of Tulsa,

of parV of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty (20) in Block Eleven (11) in Abdo's Addition to the city of Tulsa, Oklahoma, as shown by the recorded plat thereof.

This property is no part of the homestead of mortgagor.

I hereby certify that I received \$ 750.00 and issued Receipt No. 7280 therefor in payment of mortgage tax on the within mortgage.

Dated this 16 day of Jan 1923

WAYNE L. DOKEY, County Treasurer

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

Seventy Five Hundred (\$7500.00)

DOLLARS

with interest thereon at the rate of 10% 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 15th, 1923, due in six months from date, payable to the Security National Bank of Tulsa, for Seventy Five Hundred (\$7500.00) Dollars, signed Dan A. Burton.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parV 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 V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parV 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 amount due and Fifteen (\$15.00) DOLLARS, which this mortgage also secures.

Part V of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of January, 1923.

Dan A. Burton

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 15th day of January, 1923, personally appeared

Dan A. Burton

and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 24, 1923. (Seal) James B. Brooks, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Jan. A. D. 1923

at 1:00 o'clock P. M. Book 402, Page 311

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