

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J.O. Claytor and Astor Claytor, husband
and wife, of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Chas. Page,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) Block Four (4) Second Lake Sub-division
 according to the recorded plat thereof;

THIS INSTRUMENT IS FOR THE PURPOSE OF
 13448 648
 24 Jan 1924
 S.B.

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 Seven Hundred Ninety-five and No/100 DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date

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

*** This mortgage is given subject to a first mortgage of Home Building & Loan Association of Tulsa, Okla., in the sum of \$2500.00.

One note for Seven Hundred Ninety-five Dollars dated the 23rd day of November, 1923, executed by above named mortgagors, due and payable to above named mortgagee, or order, in monthly instalments of fifteen Dollars (\$15.) the first instalment due and payable on the 23rd day of December, 1923, and a like instalment due on the 23rd day of each and succeeding until the principal sum shall have been fully paid. Failure to pay any sum, principal or interest when due, shall cause all indebtedness hereby secured to be immed-

ately due and payable at the option of the mortgagee, his heirs or assigns, or legal representatives without notice.***
 Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties 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 Seventy and no/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 23rd day of November, 1923.

J.O. Claytor

SEAL

Aster Claytor

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Estelle M. Montgomery, a Notary Public in and for said County and State, on this 23rd
 day of November, 1923, personally appeared J. O. Claytor and Astor Claytor,
husband and wife,

and they
 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 Feb. 8, 1927. (SEAL) Estelle M. Montgomery Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Jan. A. D., 1924
 at 4:10 o'clock P.M. Book 403, Page 28

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