

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clara G. Wallace and B.C. Wallace, her husband,  
a of Tulsa, County, Oklahoma, part ies of the first part, ha VS  
 mortgaged and hereby mortgage to C.J. Thornton  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Forty-one (41) and Forty-two (42) in Block Seven (7)  
 in Orchard Addition to the City of Tulsa, Tulsa County,  
 Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$20 and issued  
 Receipt No. 13694 in payment of mortgage  
 interest due on the above.

Dated this 12 day of Feb 1927

W. W. Beattie, 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 (\$1000.00) One Thousand and no/100  
(\$1000.00) DOLLARS

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

according to the terms of One certain promissory note described as follows, to-wit: installment note  
 payable in installments of \$50.00 on the 5 day of each and every month after  
 date until fully paid.

This mortgage is subject to a prior mortgage of even date hereof for the  
 principal sum of \$2500.00, to W.W. Beattie, and first parties covenant  
 and warrant to and with second party that this mortgage is first and  
 prior to every other lien against the above described premises and agrees  
 to keep said premises free from foreclosure suits, and that any suit filed  
 in court for a foreclosure of said premises shall be a breach of this  
 covenant.

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, against fire and wind for \$3500.00.

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 ten per cent of note and Twenty-five 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 6th day of February, 1924

Clara G. Wallace

SEAL

B. C. Wallace

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 6th  
 day of February, 1924, personally appeared Clara G. Wallace and B.C. Wallace,  
her husband,

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 Jan. 31, 1927. (SEAL) Max Halff Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Feby. A. D., 1924

at 3:50 o'clock P. M. Book 403, Page 98

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