

COMPARED

MORTGAGE RECORD NO. 439

226041 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Glen Burnham and Clara Burnham his wife of Tulsa

a of Tulsa County, Oklahoma, part^{ies} of the first part, ha^{ve}

mortgaged and hereby mortgage to H. H. Brant

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

Lot Twenty-three (23) in Block Three (3) in Lawnwood Addition
to the city of Tulsa, Oklahoma, according to the recorded plat
thereof.

8532
This is the full payment of mortgage
on the within mortgage.

Dated this 28 day of March, 1923

WALNE L. DICKY, 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

Fourteen Hundred and Seventy and No/100 (\$1470.00)

DOLLARS.

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

according to the terms of 49 certain promissory note^s described as follows, to-wit:

49 promissory notes of even date hereof, each in the sum of \$30.00, first note due and payable on the 7th day of April 1923, and one note due and payable upon the 7th day of each and every month hereafter until all of said notes are paid, each note bearing interest at the rate of 8 percent per annum payable semi-annually from date until paid said notes executed by first parties in favor of second party, and payable at the Security National Bank, Tulsa, Oklahoma.
Privilege is hereby given first parties to anticipate payment of all or part of this mortgage at any time hereafter upon the 7th day of any month.

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 part^V 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 One Hundred and Fifty and No/100 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 7th day of March A.D. 1923

Glen Burnham

SEAL

Clara Burnham

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 24th day of March A.D. 1923, personally appeared

Glen Burnham

and Clara Burnham, his wife

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 May 21, 1923. (Seal) Fred D. Oiler, Notary Public.

I hereby certify that this instrument was filed for record in my office on 29th day of March A.D. 1923

at 2:00 o'clock P. M. Book 439, Page 183

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