

#227810 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H.B. Minton and Janette Minton, his wife,

a Tulsa, Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Thomas Wiswall
 of ----- part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty-three (23) in Block Three
 (3) in Highlands' Second Addition to the City
 of Tulsa, Oklahoma, according to the recorded
 plat thereof.

I hereby certify that this instrument was filed for record in my office on 18th day of April 1923
Wayne L. Lickly County Treasurer
W. J. 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 Three Thousand and no/100 (\$3,000.00) DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Monthly ~~XXXXX~~ from -----
 according to the terms of One certain promissory note described as follows, to-wit:

One promissory note of even date hereof in the sum of Three
 Thousand and No/100 Dollars, due in 3 years from date hereof,
 bearing interest at the rate of 8 percent per annum, payable
 monthly at the Exchange National Bank, Tulsa, Oklahoma, in
 favor of Thomas Wiswall, and executed by H.B. Minton and
 Janette Minton, his wife,

Privilege is hereby given mortgagors to anticipate payment of
 this mortgage at any interest paying date.

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, in sum of \$3,000.00

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 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, they will pay a
 reasonable attorney's fee of Three Hundred 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 16th day of April A.D. 1923

H.B. Minton SEAL

Janette Minton SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 16th
 day of April A.D., 1923, personally appeared H.B. Minton and Janette Minton, his wife,

to me known to be the identical person 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 17 day of April A. D. 1923
 at 11 o'clock P. M. Book 439, Page 328

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