

COMPARED

MORTGAGE RECORD NO. 439

401

#228809 NS

*2nd* REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M.T. Claytor, and Irene Claytor, husband and wife,  
a Sand Springs, Tulsa, County, Oklahoma, part y of the first part, ha g  
mortgaged and hereby mortgage to Norval & Dial, 1001 S. Boston, Tulsa, Okla.,  
of part 123 of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Liberty Co. Okla. 104  
Receipt No. 9143  
Date this 27 day of April 1923  
WAY. E. ECKLEY, County Clerk

Lots Thirteen (13) and Fourteen (14)  
in Block Twenty-four (24), in the  
Oak Ridge Addition to the City of Sand  
Springs, Okla.,

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 Two hundred, Five and no/100 DOLLARS,  
with interest thereon at the rate of 10 per cent, per annum, payable annually from April 26th, 1923  
according to the terms of One certain promissory note described as follows, to-wit:

Dated April 26th, 1923, amount Two Hundred, Five and No/100  
Dollars, (\$205.00) payable Fifteen Dollars (\$15.00) per  
month for thirteen (13) months, beginning on the 18th day of  
May, 1923, and including the 18th day of June, 1924, and Ten  
Dollars (\$10.00) on the 18th day of July, 1924.

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

Said part y of the first part hereby agree g, that in the event action is brought to foreclose this mortgage, he will pay a  
reasonable attorney's fee of Twenty-five and no/100 DOLLARS,  
which this mortgage also secures.

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

Dated this 26th day of April, 1923.

M. T. Claytor SEAL

Mrs. Irene Claytor SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Art Stanton, a Notary Public in and for said County and State, on this 27  
day of April, 1923, personally appeared M.T. Claytor and Irene Claytor,  
husband and wife,

XXXX  
to me known to be the identical person g 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 Feby. 21, 1927. (SEAL) Art Stanton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of April A. D., 19 23  
at 1:30 o'clock P. M. Book 439, Page 401  
By Brady Brown Deputy. O.G. Weaver, County Clerk.  
(SEAL)