

236287 DIE.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Claude F. Martin and Mary A. Martin, his wife, of Tulsa County, Oklahoma, part ~~1st~~ of the first part, have mortgaged and hereby mortgage to The Liberty National Bank of Tulsa, Okla. of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Eight (8) and Nine (9) in Block  
Six (6) Bren Rose Addition to the City of  
Tulsa, Tulsa County, Oklahoma, according to  
the official plat thereof.

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 TWENTY-ONE HUNDRED FIFTY & NO/100 (\$2150.00) DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable annually from date according to the terms of one certain promissory note described as follows, to-wit:

One note in the principal sum of \$2150.00 dated July 14th, 1923, due four months from date, bearing interest at the rate of eight per cent from date, signed by Claude F. Martin and Mary A. Martin his wife.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 42 and issued Receipt No. 10744 therefor in payment of mortgage tax on the within mortgage.

Dated this 21 day of 7, 1923  
W. W. Stuckey, County Treasurer  
P. S. B. Deputy

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 upon 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 the second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1st 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 the principal sum of said note ~~XXXX~~ which this mortgage also secures.

Part 1st 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 14th day of July, 1923

Claude F. Martin SEAL

Mary A. Martin SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July, 1923, a Notary Public in and for said County and State on this 14th day of July, 1923, personally appeared Claude F. Martin and Mary A. Martin, his wife,

~~xxx~~ 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 April 6, 1927 (SEAL) Bertha Taylor Notary Public

I hereby certify that this instrument was filed for record in my office on 21st day of July, A. D., 1923 at 11:35 o'clock A. M. Book 456 Page 335 (SEAL)  
By Brady Brown Deputy, O. G. Weaver County Clerk