

COMPARED

MORTGAGE RECORD NO. 456

279

Overbay, Dugan, Binders

#236797 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Dan A. Burton and Jimalee Burton, his wife
 a Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to J.A. Chitwood and Mary C. Chitwood
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Twenty (20), Twenty-One (21), Twenty-Two (22) and
 Twenty-three (23), in Block Eleven (11) Abdo Addition to the
 City of Tulsa according to the recorded plat thereof.

(This mortgage is given subject to a first mortgage on the aforesaid
 lot Twenty (20) in the sum of Seven-thousand-five hundred (\$7500.00)
 Dollars reciting the Security National Bank of Tulsa Oklahoma as
 Mortgagee; Also subject to a first mortgage on Lots Twenty-one (21)
 Twenty two (22) and Twenty-three as above described in the sum of One-
 thousand (\$1000.00) Dollars and reciting Juliette Pierce as mortgagee,
 and a second mortgage on the said lots last mentioned in the sum of
 \$1500.00 Seven-hundred and fifty dollars of which has been paid which said
 second mortgage recites Donnelly as mortgagee.)

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 Seven-Thousand-five-hundred-fifty-seven and
36-100 DOLLARS,
 with interest thereon at the rate ten per cent, per annum, payable annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

One note dated July 17th, 1923, due July 17th, 1924,
 Amount (\$7557.36)

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1,572 and issued
 Receipt No. 10,856 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 18 day of July, 1923.
W.W. Stucky County Treasurer
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.

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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second parties shall be entitled to the immediate pos-
 session of the premises and all the 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 Ten per cent of the amount unpaid 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 17th day of July, 1923.

Dan A. Burton SEAL
Jimalee Burton SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State on this 28
 day of July, 1923 personally appeared Dan A. Burton and Jimalee Burton
his wife,

to me known to be the identical persons 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 hand and official seal the day and year last above written.
 My commission expires Feb. 14, 1925. (SEAL) Florence Hangs Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of July A. D., 1923
 at 9:10 o'clock A.M. Book 439, Page 379
 By Brady Brown Deputy, O.G. Weaver County Clerk (SEAL)