

Overbay Bros., Builders

COMPARED

237072

C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Emma Clayton
 a S of Tulsa, Tulsa County, Oklahoma, part V of the first part, ha S
 mortgage and hereby mortgage to E. L. Thomas & Gertrude Thomas
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Commencing at the North west corner of lot one, Block 50 of Original
 Town of Tulsa, thence East one hundred feet along the north side
 line of said lot for a starting point, thence in a south east direction
 and parallel to the west line of said lot to the intersection of the
 south line of said lot Thence north East along the south line of said
 lot to the intersection of the north line thereof, thence West along
 the north line thereof to the place of beginning.

Being part of lot one, Block Fifty in 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 Four hundred Fifty & No/100 DOLLARS,
 with interest thereon at the rate of 15 per cent, per annum, payable monthly from ---
 according to the terms of 15 certain promissory note S described as follows, to-wit:

One due on the 17th of Aug. and one due on every 7th thereafter until
 15 have been paid all made out for \$35.00

TREASURER'S ENDORSEMENT

I hereby certify that I received \$08 and issued
 Receipt No. 1091.2 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 1 day of Aug 1923
W W Stucky, 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 part V hereby
 covenant S and agree S 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 part --- shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, --- will pay a
 reasonable attorney's fee of \$35.00 DOLLARS
 which this mortgage also secures.

Part --- 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 17 day of July, 1923

L. E. Flemmons

Emma Clayton

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 31st
 day of July, 1923, personally appeared Emma Clayton

Grantor herein
 and ---
 to me known to be the identical person --- who executed the within and foregoing instrument and acknowledged to me that she executed
 the same as her 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 June 1, 1924. (Seal) R. P. Elliott, Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of August, A. D., 1923
 at 1:20 o'clock P. M. Book 439, Page 393
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk