

Overly, Pres. Binders

237590 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Calvin L. Martin, a widower, a single man,
 a Tulsa County, Oklahoma, part V of the first part, ha S
 mortgaged and hereby mortgage to Jno. P. McKnight
 of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

all of Lot numbered Three (3) in Block numbered
 One (1) in Elm Ridge Addition to City of Tulsa
 according to the recorded plat thereof,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 105 and issued
 Receipt No. 11014 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 8 day of Aug 1923
W. W. Stucky County Treasurer
P. S. B.

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

Four Hundred

\$400.00 DOLLARS, on September 6th 1923 and \$30.00 on
 the 6th day of each month thereafter with interest payable monthly according to the
 terms of one certain promissory note, described as follows, to-wit: made by first party

unto second party. First party agrees to maintain a combines fire and tornado insurance
 policy in an amount not less than \$400.00 on the dwelling house situated on above described
 lot with a mortgage clause in favor of second party who will hold such policy. First party
 hereby pledges unto second party the rents, income and profits from above described
 realty as collateral security for the payment of said note and upon any default thereon
 second party shall at once be entitled to the said rents and profits.

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. 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 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 principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part V 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, he will pay a
 reasonable attorney's fee of Forty DOLLARS
 which this mortgage also secures.

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

Dated this 6th day of August, 1923

Calvin L. Martin

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August, 1923, a Notary Public in and for said County and State on this Sixth
 day of August, 1923, personally appeared

Calvin L. Martin, a widower
 and single

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 24, 1927 (Seal) A. R. Marr Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of August A. D., 1923
 at 1:30 o'clock P. M. Book 439, Page 427

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