

257682 M H

Overbay Bros., Builders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A R Avery (a single man)
~~of Tulsa~~ of Tulsa County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgage to Lee Clinton, Agent
 part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) Block Seven (7) Clinton Heights, Red Fork, Oklahoma, as
 shown by the recorded plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$, 28 and issued
 Receipt No. 11034 in payment of mortgage
 tax on the within mortgage.
 Dated this 9 day of Aug, 1923
W. W. Stucky County Treasurer
E. K. S.
 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 Fourteen Hundred (\$1400.00)
 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:

\$1400

Tulsa, Oklahoma, Aug 9 1923

Six Months after date, we or either of us, promise to pay to the order of
 Lee Clinton, Agent Fourteen Hundred Dollars. For value received, negotiable and
 payable at office of the National Bank of Commerce, Tulsa, Oklahoma, without defal-
 cation or discount, with interest from Date at the rate of eight per cent. per annum
 until paid; and if interest be not paid annually to become as principal and bear same
 rate of interest. The drawers and endorsers severally waive presentation for payment,
 protest and notice of protest, and non-payment of this note, and agree that this note
 may be extended from time to time, without notice, to pay attorney's fees, court costs
 and all other expenses incurred in collecting this note and interest, or any part
 there of

Due
 P O Red Fork, Okla.
 N.

C opy
 A R Avery

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

Said part Y of the first part hereby agree that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of _____ DOLLARS
 which this mortgage also secures.

Part Y 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 9th day of August, 1923.

A R Avery

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 9
 day of August, 1923, personally appeared A R Avery

and _____
 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 April 26, 1924 (Seal) J M Clark Notary Public

I hereby certify that this instrument was filed for record in my office on 9th day of August A. D., 1923
 at 12 o'clock - M. Book 439, Page 431
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk