

Overbay Bros., Binders

238824 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F. Faye Pelton and Claude J. Pelton, her husband,
 of Tulsa, Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to The Liberty National Bank, Tulsa, Oklahoma,
 of part of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Four (4), Five (5) and Ten (10) in Block
 Three (3), Sunrise Terrace Addition to the
 city of Tulsa, Oklahoma, according to the re-
 corded plat thereof.

RECEIVED
 I hereby certify that the foregoing instrument was filed for record in my office on 27 day of Aug, 1923
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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 Fifteen Hundred & No/100 (\$1500.00) DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable annually from maturity
 according to the terms of one certain promissory note described as follows, to-wit:

One note in the principal sum of \$1500.00, dated August 27th, 1923,
 due sixty days from date, bearing interest at the rate of ten per
 cent from maturity, signed by F. Faye Pelton and Claude J. Pelton,
 her husband.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part is 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 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 ies 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 DOLLARS
 which this mortgage also secures.

Part ies 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 27th day of August, 1923.

F. Faye Pelton

SEAL

Claude J. Pelton

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Wm. O. Morlan, a Notary Public in and for said County and State on this 27th
 day of August, 1923, personally appeared F. Faye Pelton and Claude J. Pelton, her husband
 and they
 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 Mar. 30, 1927 (Seal) Wm. O. Morlan, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of August, A. D., 1923
 at 2:30 o'clock P. M. Book 439, Page 513
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk