

Horsley Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. H. Burton and M. I. Burton, his wife
 of Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to C. C. Delahunt
 part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Five (5) in Block Twelve (12) in Irving Place Addition to the City of
 Tulsa, according to the recorded plat thereof.

TRULY AND ENFORCEMENT
 I hereby certify that I received \$ 204 and issued
 Receipt No. 11277 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 4 day of Sept. 1923
 W. W. Stanley, County Treasurer
B. Quinn
 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 _____
Two hundred and fifty DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum ~~payable~~ payable from date until paid
 according to the terms of ONE certain promissory note _____ described as follows, to-wit:

\$ 250.00 dated at Tulsa, Oklahoma, September 4th 1923, payable on or before
 One year after date

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 1st 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 fifty DOLLARS
 which this mortgage also secures.

Part 1st of the first part, for said consideration, do _____ hereby expressly waive appraisement of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 4 day of September 1923

S. H. Burton SEAL

M. I. Burton SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 4th
 day of September 1923, personally appeared S. H. Burton

and M. I. Burton, his wife
 to me known to be the identical person S. 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 May 3, 1924 (Seal) J. R. Clark Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of Sept. A. D. 1923
 at 10.25 o'clock A. M. Book 439, Page 550
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk