

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, Emma Clark and W. T. Clark, her husband,
 a Sperry, in Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to Charles Floxy,
 of part .Y. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The West Sixty (60) feet of Lot Eight (8) and the
 East Forty (40) feet of Lot Nine (9) in Bailey's
 Addition to the Town of Sperry, Oklahoma, according
 to the recorded 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 Six Hundred & No/100 - - - (\$600.00)
 ----- DOLLARS,
 with interest thereon at the rate of ten per cent, per annum, payable annually from date until paid
 according to the terms of one certain promissory note ----- described as follows, to-wit:

One note dated September 10, 1923; due September 10th,
 1924, for \$600.00, The Above described note is drawn on
 the regular form in use by the State Guaranty Bank of
 Sperry, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 12 and issued
 Receipt No. 14473 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 11 day of Sept 1923

W. W. Stuckey, County Treasurer

B. B. Brown
 Deputy

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

Said part 1st 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 Sixty & No/100 (\$60.00) ----- DOLLARS
 which this mortgage also secures, as provided in above described note.

Part 1st 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 10th day of September, 1923

W. T. Clark SEAL

Emma Clark. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 10th
 day of September, 1923 personally appeared Emma Clark and W. T. Clark, her husband,

and -----
 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 August 12th, 1926 (SEAL) Joe Harshbarger, Notary Public

I hereby certify that this instrument was filed for record in my office on 10 day of Sept A. D., 1923

at 3:20 o'clock P. M. Book 439, Page 576

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