

MORTGAGE RECORD NO. 456

Overbay Bros., Printers

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. L. Burnett and Mary Burnett, his wife,
 a Tulsa, Tulsa, County, Oklahoma, part 188 of the first part, hall
 mortgaged and hereby mortgage to Nannie B. Moore,
 of part Y. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13) in Block Four (4) Liberty
 Addition to the City of Tulsa, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 048 and issued
 Receipt No. 11518 thereon in payment of mortgage
 tax on the within mortgage.

Dated this 14 day of Sept., 1923

W. W. S. W. W. S. S. S. County Clerk

R. Jamieson
 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 no/100 - - - - - (\$200.00) - - - - -
 DOLLARS,
 with interest thereon at the rate of ten per cent, per annum, payable on or before eight months from maturity
 according to the terms of one certain promissory note - - - - - described as follows, to-wit:

Note for \$200.00; Payable on or before eight (8) months;
 Rate 10% from maturity; \$25.00 due Oct. 13, 1923 and \$25.00
 due each and every month thereafter until paid in full.

evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 188 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 party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said parties 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 Dollars (\$10.00) and 10% unpaid balance - - - - - DOLLARS
 which this mortgage also secures.

Part 188 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 13th day of September, 1923.

E. L. Burnett - - - - - SEAL

Mary Burnett, - - - - - SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, September 23, 1923, a Notary Public in and for said County and State on this 13th
 day of September, 1923, personally appeared E. L. Burnett and Mary Burnett, his wife,

and
 to me known to be the identical person g. 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 July 21, 1927. (SEAL) Lydia M. Bickford Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of Sept., A. D., 1923

4:35 o'clock P. M. Book 439, Page 604
 By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk