

232658 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T. T. Martin and Roslee Martin his wife  
 of Tulsa, Tulsa County, Oklahoma, part ies of the first part, ha-  
 mortgaged and hereby mortgage to Frank Claypool  
 of parV of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Fourteen (14) in Claypool Sub-division according  
 to the recorded plat thereof,

THEASURER'S RECEIPT  
 I hereby certify that I received \$ 220  
 Received No. 9923 therefor in payment of mortgage  
 tax on the within mortgage  
 Dated this 7 day of June, 1923  
WAYNE L. DRAKE, County Treasurer  
da S  
 Deputy

of Section 29, Twp. 19, Range 13 and containing 5 acres, more or less.

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 Twenty Two hundred and Fifty DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable -- annually from date  
 according to the terms of 5 certain promissory note S described as follows, to-wit: bearing even date  
 herewith and given as evidence of the within indebtedness.

#1.  
 State of Kansas,  
 Butler County, ss.

Before me, a Notary Public in and for said County and State on this  
 19th day of May, 1923, personally appeared T. T. Martin, 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 hand and official seal this the day and date above first written.  
 (Seal) C. W. McVickers,

Notary Public, Butler County, Kas.

My commission expires Jan. 12th, 1925.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 ies 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 One hundred 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 10th day of May, 1923

T. T. Martin

SEAL

Roslee Martin

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -- a Notary Public in and for said County and State on this 19th  
 day of May, 1923, personally appeared  
Roslee Martin

and  
 to me known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that she executed  
 the same as her 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 13th, 1924. (Seal) Tbn N. Griffith, Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of June, A. D., 1923  
 at 11:50 o'clock A. M. Book 439, Page 72  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk