

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. Worth Martin, a single man,
a _____ of Tulsa, Tulsa, County, Oklahoma, part Y of the first part, ha. S.
mortgaged and hereby mortgages to Noah Swain
of _____ part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lots (11) in Claypool Sub-Division according
to the recorded plat thereof.

This mortgage given subject to a first mortgage of
\$2000.00 in favor of Frank Claypool.

FILED FOR RECORD
In the County of Tulsa, Oklahoma, on the 14th day of November, 1923.
Recorded 12429
15 Nov. 1923
S.B.

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 Seven Hundred -----
----- DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date

according to the terms of one certain promissory note, described as follows, to-wit:

One note dated November 14th, 1923 for the sume
\$700.00 and payable in monthly installments of
Forty Dollars (40.00) per month, said installments
to be paid on or before the 14th day of each and
every month hereafter beginning the 14th day of
December 1923, deferred payments to bear interest
at the rate of 8 per cent per annum from date
until paid, interest payable monthly.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
covenant S and agree S 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 on 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 mortgage
or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal
sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part Y shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said part Y of the first part hereby agree S that in the event action is brought to foreclose this mortgage, ----- will pay a
reasonable attorney's fee of Seventy ----- DOLLARS,
which this mortgage also secures.

Part Y of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of
the homestead, exemption and stay laws in Oklahoma.

Dated this 14th day of November, 1923

J. Worth Martin SEAL
SEAL

STATE OF OKLAHOMA, County of Tulsa, at:

Before me, ----- a Notary Public in and for said County and State, on this 14th
day of November, 1923, personally appeared J. Worth Martin, a single man,

and -----
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 signature and official seal the day and year last above written.

My commission expires March 29th, 1925. (SEAL) D.C. Tillery Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Nov., A.D. 1923
at 3:20 o'clock P.M.

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