

COMPARED

MORTGAGE RECORD NO. 465

#241044 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C.E. Buttry and Francis Buttry, husband and wife,
 of Tulsa, County, Oklahoma, part of of the first part, ha-
 mortgaged and hereby mortgage to J.M. Adkison
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot 19 Block 15; Gillette-Hall Addition to the
 City of Tulsa, Tulsa County, Oklahoma.

This is given subject to Loan in the sum of Three
 Thousand Dollars, payable to the Local Building &
 Loan Association of Oklahoma City, and shall operate
 and is a second mortgage to said above mortgage.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$50 and issued
 Receipt No. 11722 in payment of mortgage
 tax on the within instrument
 Dated this 28 day of Sept 1923
W. W. S. County Treasurer
D. 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 Twenty Five Hundred -----
 ----- DOLLARS,

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

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

Tulsa, Okla. Sept. 25th, 1923.

Twelve months after date; for value received, I, We, or either
 of us, jointly and severally waiving grace and protest, promise
 to pay to the order of J.M. Adkison Twenty Five Hundred Dollars
 with interest from date at the rate of 8 per cent per annum
 payable semi Annually until paid. Interest if not paid to become
 as principal and bear the same rate of interest; and in case this
 note is placed in the hands of an attorney for collection we agree
 to pay Two Hundred Fifty dollars additional for the collection of
 same. The endorsers, guarantors and assignors, severally waive
 presentment for payment, protest and notice of protest thereof for
 non-payment of this note, and consent that time of payment may be
 extended without notice.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 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, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of Two hundred and fifty DOLLARS,
 which this mortgage also secures.

Part 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 25th day of September, 1923

C.E. Buttry SEAL
Frances Buttry SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 25th
September 1923, personally appeared C.E. Buttry and Francis Buttry, his wife,

and -----
 to me known to be the identical person 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 25, 1924 (SEAL) A.E. Henry Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Sept. A.D. 1923

at 1:35 o'clock P. M.

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