

221113 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ellen N. Powers and Cornelius C. Powers her husbanda of Tulsa County, Oklahoma, part ies of the first part, ha. vs
mortgaged and hereby mortgage to Julien Halffof part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Number Five (5) in Block Number Three
(3) in Sieg Addition to the city of Tulsa,
Tulsa County, Oklahoma according to the
recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.60 and issued
Permit No. 7625 in payment of mortgage
tax on the within mortgage.

Dated this 7 day of Feb, 1923with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same WAYNE L. DICKEY, County Treasurer

This mortgage is given to secure the principal sum of

Four Thousand (\$4000.00) No/100

DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable semi- annually from dateaccording to the terms of One certain promissory note described as follows, to-wit:

\$4000.00

Tulsa, Oklahoma.
January 29th, 1923.

One note dated January 29th, 1923, in the sum of \$4000.00 due two years after
date payable to the order of Julien Halff, said note bearing interest at the
rate of 10% per annum, payable semi annually from date according to the terms
of said note.

Signed Ellen N. Powers
Cornelius C. Powers

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 on 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 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 V shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said part ies 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 \$15.00 and 10% of principal sum 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 29th day of January, 19 23.

Ellen N. Powers SEAL

Cornelius C. Powers SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 29th
day of January, 19 23, personally appeared

Ellen N. Powersand Cornelius C. Powers her husband

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 June 15, 1926. (Seal) M. D. Kelly Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Feb, A. D., 19 23
at 4:40 o'clock P. M., Book 402, Page 451

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