

222788 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ward Turpen and Mary Jane Turpen his wife
 of Tulsa, Tulsa County, Oklahoma, part 1 of the first part, have
 mortgaged and hereby mortgage to D. N. Calhoun
 of Tulsa, Tulsa County, Oklahoma, part 1 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Fifteen (15) and Sixteen (16) in Block
 Two (2) in Investors Addition to the city of
 Tulsa Oklahoma according to the recorded plat
 thereof.

RECORDED
 2949
 27 Feb. 1923
 WAYNE L. DAREY, County Treasurer
 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 Twelve Hundred and no/100 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 February the 24th, 1923 for Twelve Hundred and no/100 Dollars in instalment of \$25.00 per month said instalments to be paid on or before the 24th of each and every month hereafter beginning the 24th day of March 1923, deferred payments to bear interest at the rate of 8% 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 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 shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 1 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, Two Hundred Dollars and 10% of unpaid balance will pay a reasonable attorney's fee of DOLLARS, which this mortgage also secures.

Part 1 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 24th day of February, 19 23

Ward Turpen SEAL

Mary Jane Turpen SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 26th day of February, 19 23, personally appeared

Ward Turpen

and Mary Jane Turpen

to me known to be the identical persons 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 15, 1924. (Seal) E. P. Jennings, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Feb. A. D. 19 23
 at 11:00 o'clock A. M. Book 402, Page 554

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