

223607 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

E. M. Small and his wife, Eva May Small

a _____ of _____ Tulsa _____ County, Oklahoma, part ^{ies} of the first part, ha ^{ve}
mortgaged and hereby mortgage to _____ Henry C. Brockman

of _____ part ^Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The North Two and One Half, (2 $\frac{1}{2}$) Acres, of the South
Five (5) Acres, of the West Twenty (20) Acres, of
Lot Three (3) in Section Nineteen (19), Township
Nineteen (19) North, Range Thirteen (13), East of
the Indian Base and Meridian, containing (2 $\frac{1}{2}$) acres
more or less, according to the survey thereof.

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 _____

Four Thousand Five Hundred (\$4500.00)

DOLLARS

Eight

with interest thereon at the rate of _____ per cent, per annum, payable _____ Annually _____ annually from _____ Date

according to the terms of _____ Six _____ certain promissory note ^S described as follows, to-wit:

One Note for \$640.00, Dated March, 1, 1923, Due March 1, 1924.
One Note for \$691.20, Dated March, 1, 1923, Due March 1, 1925.
One Note for \$746.50, Dated March, 1, 1923, Due March 1, 1926.
One Note for \$806.22, Dated March, 1, 1923, Due March 1, 1927.
One Note for \$870.72, Dated March, 1, 1923, Due March 1, 1928.
One Note for \$745.36, Dated March, 1, 1923, Due March 1, 1929.

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, 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 ^{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 _____ Four Hundred Fifty (\$450.00) _____ 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 _____ First _____ day of _____ March _____, 19 ²³

C. M. Small

SEAL

Eva May Small

SEAL

STATE OF OKLAHOMA, County of _____ Tulsa _____, ss:

Before me, _____, a Notary Public in and for said County and State, on this _____ 1st
day of _____ March _____, 19 ²³, personally appeared

E. M. Small and his wife Eva May Small

and _____
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 _____ Apr. 9, 1923. (Seal) _____ Edna Keeling, _____ Notary Public.

I hereby certify that this instrument was filed for record in my office on _____ 6th _____ day of _____ March _____ A. D., 19 ²³
at _____ 2:35 _____ o'clock _____ P. _____ M. Book 402, Page 599

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