

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. W. Horton and Nellie Horton, (his wife)a _____ of Tulsa, _____ County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to C.W.S. Freemanof _____ part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:On All of Lot Seven (7) and Block Seven (7) in East Highlands
Addition to the City of Tulsa, Tulsa County, Oklahoma, according
to the recorded plat thereof.This mortgage being executed and given for the balance of the
purchase price and as a part and parcel of the transaction
whereby first party purchase the same.

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 Eight Hundred and no/100 - - - (\$800.00)

----- DOLLARS

with interest thereon at the rate of 10 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 Jan. 17th, 1924, for \$800.00, this mortgage is given
subject to one first mortgage in the amount of Two Thousand Three
Hundred and No/100 (\$2300.00) this mortgage is to be paid at the rate
Twenty Five Dollars per month including interest payments to be made
on the 17th day of each and every month until the full (\$800.00) prin-
cipal and interest is paid in full.

It is also understood that if this mortgage is paid in full in ninety
days they will get a discount of One Hundred Dollars, (\$100.00)

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 party _____ shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said parties 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 \$20.00 and 10 per cent _____ DOLLARS,
which this mortgage also secures.

Parties 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 17th day of January, 19 24E.W. Horton _____ SEALNellie Horton _____ SEALSTATE OF OKLAHOMA, County of Tulsa, _____, ss:

Before me, _____, a Notary Public in and for said County and State, on this 24th
day of Jan., 19 24, personally appeared E.W. Horton and Nellie Horton.
(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 Oct. 24th, 1925. (SEAL) J. Edgar Freeman Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Jany. A. D. 19 24
at 1:10 o'clock P. M. Book 403, Page 33

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

TREASURER'S ENDORSEMENT
I hereby certify that I received \$800.00 and issued
Receipt No. 3463 in payment of mortgage
tax on the within mortgage.
Dated this 25th day of Jan. 1924
W. W. Staley, County Treasurer