

#226134 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I, James Holley of Tulsa,

a _____ of Tulsa, _____ County, Oklahoma, part y of the first part, ha s
 mortgaged and hereby mortgage J. H. Goodwin,
 of _____ party _____ of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

8583
 31
 Mch
 a.j.

Lot Thirty-eight (38) in Block Three
 (3) in Washington Addition to the City
 of Tulsa, State of Oklahoma.

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 Eighty (\$80.00) _____
 _____ DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable _____ annually from _____ Date _____
 according to the terms of one certain promissory note _____ described as follows, to-wit:

One note dated January 25, 1923, and signed by James
 Holley and Made in favor of J.H. Goodwin and for
 eighty (\$80.00) Dollars and due and payable six months
 after date.

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

Part y of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 23 day of January, 1923

James Holley SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 23rd
 day of January, 1923, personally appeared James Holley

and _____
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 December 13, 1924 (SEAL) H. Augustus Guesz Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of Mch, A. D., 1923
 at 10:30 o'clock A. M. Book 439, Page 195

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