

228375 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edna Robbins and W. A. Robbins, her husband,

a of Tulsa County, Oklahoma, part of the first part, have

mortgaged and hereby mortgage to R. P. Elliott, Trustee

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

Lot 13 in Block 6 Midway Addition to the city of Tulsa,
State of Oklahoma as shown by the recorded plat thereof.

There is a former and first mortgage covering the above
described property in favor of the Tulsa Building & Loan
Association of Tulsa, Oklahoma, in the original amount of
approximately \$7000.00, same being paid in monthly in-
stalments of \$94.00 per month.

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

FIVE HUNDRED

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable annually from date

according to the terms of a certain promissory note described as follows, to-wit:

Dated April 16th 1923 and due in one year after date, bearing 10% interest from
date until paid and in the principal sum of FIVE HUNDRED DOLLARS (\$500.00)

I hereby certify that I received \$10 and issue
Receipt No. 2034 in payment of mortgage
tax on the within mortgage.

Dated this 23 day of April, 1923.

WAYNE L. DICKX, County Treasurer

3.8.
Deputy

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 Fifty 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 16th day of April, 1923.

Mrs. Edna Robbins

SEAL

W. A. Robbins

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 16th
day of April, 1923, personally appeared

Edna Robbins and W. A. Robbins, her husband

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 June 9th, 1924. (Seal) D. F. MacMartin, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of April, A. D., 1923
at 11:35 o'clock A. M. Book 439, Page 358

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