

#228791 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Kathleen C. Roth and E.K. Roth, her husband,
a of Tulsa, Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Mary K. Roth of Fairfield, Iowa,
of part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot One (1) Deshon Addition to the
City of Tulsa, Oklahoma, according
to the recorded plat 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 Five Hundred and no/100
DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from date

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

One note of even date herewith in the principal sum of
\$500.00 due April 17th, 1926 with interest from date at
the rate of 8% per annum payable semi-annually. If
interest or principal be not paid when due same to bear
interest at the rate of 10% per annum.

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 Y 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 Sixty and no/100 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 benefits of
the homestead, exemption and stay laws in Oklahoma.

Dated this 17th day of April, 1923.

Kathleen C. Roth SEAL

E.K. Roth SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 26th

day of April, 1923 personally appeared Kathleen C. Roth and E.K. Roth, her

husband,

and

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 Mar. 4, 1924. (SEAL) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of April A. D. 1923

at 11; o'clock A. M. Book 439, Page 397.

By Brady Brown Deputy, O. G. Weaver, County Clerk.

(SEAL)