

The New Dispatch Printing &amp; Audit Co., Shawnee, Okla.

#228798 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

J. Frank Rhodes

a of Tulsa, Tulsa County, Oklahoma, part Y of the first part, ha. 8  
 mortgaged and hereby mortgage to The Liberty National Bank of Tulsa, Okla.,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The West Fifty (50') feet of the East  
 One Hundred (100') feet of Lots Four (4)  
 Five (5) and Six (6), Block Eighteen (18)  
 Orcutt Addition to the City of Tulsa,  
 according to the amended plat thereof.

9/37 220  
 27 April 3  
 O.G.B.

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 Ten Thousand Five Hundred & No/100 - - - - -  
 (\$10,500.00) - - - - - DOLLARS.

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

according to the terms of 4 certain promissory note described as follows, to-wit:

One note in the principal sum of \$2,000.00, dated December 22nd, 1922, due  
 April 1st, 1923, bearing interest at the rate of eight per cent from date,  
 signed by J. Frank Rhodes and endorsed by Rhodes & Company, by C.T. York.  
 One note in the principal sum of \$2,000.00, dated December 22nd, 1922, due  
 July 1st, 1923, bearing interest at the rate of eight per cent from date,  
 and signed by J. Frank Rhodes and endorsed by Rhodes & Company, by C.T. York.  
 One note in the principal sum of \$2,000.00, dated December 22nd, 1922, due  
 October 1st, 1923, bearing interest at the rate of eight per cent from date,  
 signed by J. Frank Rhodes and endorsed by Rhodes & Company, by C.T. York.  
 One note in the principal sum of \$4,500.00, dated December 22nd, 1922, due  
 January 1st, 1924, bearing interest at the rate of eight per cent from date,  
 signed by J. Frank Rhodes and endorsed by Rhodes & Company, by C.T. York.

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 party of the first part hereby agrees, that in the event action is brought to foreclose this mortgage, will pay a  
 reasonable attorney's fee of ten per cent of principal sum of notes which this mortgage also secures.

Part Y 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 27th day of April, 1923.

J. Frank Rhodes SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 27th  
 day of April, 1923, personally appeared J. Frank Rhodes

xxx

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 April 6, 1927. (SEAL) Bertha Taylor, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of April A. D. 1923  
 at 12 o'clock - - M. Book 439, Page 398

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