

229191 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. D. Erwin and wife Grace B. Erwin
 of Tulsa, Tulsa County, Oklahoma, part^{ies} of the first part, have
 mortgaged and hereby mortgage to H. B. Martin
 of Tulsa part^y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot four (4) in Block seven (7) of the Wakefield Addition
 to the city of Tulsa according to the plat thereof on file
 and of record in the office of the county clerk in and
 for the county of Tulsa and State of Oklahoma.

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 May 3
 Wayne L. Weaver
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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
One Thousand, Five Hundred and Twenty Five (\$1525.00) DOLLARS,
 with interest thereon at the rate of 5% per cent, per annum, payable
 according to the terms of 21 certain promissory note described as follows, to-wit:

#1 -- \$81.33,	#10 - - - \$78.52	#19 - - \$75.71
#2 -- \$81.02	#11 - - - \$78.21	#20 - - \$75.40
#3 -- \$80.71	#12 - - - \$77.90	#21 - - \$95.08 21 mo. from date.
#4 -- \$80.40	#13 - - - \$77.58	
#5 -- \$80.08	#14 - - - \$77.27	
#6 -- \$79.77	#15 - - - \$76.96	
#7 -- \$79.46	#16 - - - \$76.65	
#8 -- \$79.15	#17 - - - \$76.33	
#9 -- \$78.83	#18 - - - \$76.02	

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} 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 part^y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part^{ies} of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of --- DOLLARS,
 which this mortgage also secures.

Part^{ies} 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 1st day of May, 19 23.

E. D. Erwin SEAL

Grace B. Erwin SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 1st
 day of May, 19 23, personally appeared

E. D. Erwin

and Grace B. Erwin, his wife

to me known to be the identical person^s 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 Sept. 5, 1923. (Seal) Brady Brown, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of May, A. D., 19 23

at 4:50 o'clock P. M. Book 439, Page 423

Brady Brown,

(Seal)

O. G. Weaver,

By --- Deputy. --- County Clerk.