

229505 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charles J. H. Petty and Bessie E. Petty husband and wife,

a of Tulsa, Tulsa County, Oklahoma, part^{ies} of the first part, ha^s
mortgaged and hereby mortgage to Jacob M. Yunkleof part^y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of lot Numbered Four (4) in Block Numbered Seven
(7) Clinton Addition to the city of Tulsa, now apart
of the city of Tulsa, Okla-according to the recorded
plat thereof.

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Rec'd 21 May 23
S. J. S.

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

Fourteen Hundred (\$1400.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from April 21st, 1923

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

One installment note in the sum of Fourteen Hundred dollars payable at the rate
of \$25.00 per month, bearing 8% interest per annum. First installment on said note shall
become due and payable on or before the 21st day of May 1923, and one payment in the
like sum and amount shall become due and payable on or before the 21st day of each and
every month consecutively thereafter until the full amount of the said \$1400.00 is fully
paid together with the said interest.
Party of the first part shall keep the improvements insured in favor of party of second
part, in the sum of \$1000.00.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} hereby
covenant^s and agree^s 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^s, that in the event action is brought to foreclose this mortgage, will pay a
reasonable attorney's fee of 10% 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 21st day of April, 1923.

Chas. J. H. Petty SEAL

Bessie E. Petty SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 21st
day of April, 1923, personally appeared

Charles J. H. Petty

and Bessie E. Petty, husband and wife

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 July 24th, 1926. (Seal) J. T. Chamblee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of May A. D., 1923.

at 1:40 o'clock P. M. Book 439, Page 459.

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