

MORTGAGE RECORD NO. 439

#230585 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. A. Waxlera _____ of Tulsa, County, Oklahoma, part Y. of the first part, has
mortgaged and hereby mortgage to The Liberty National Bank, Tulsa, Oklahoma,of _____ part Y. of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Two (2) Block Five (5), Peoria
Gardens Addition, to the City of Tulsa,
according to the recorded plat thereof.

9496
15 May 1923
A. J. [Signature]
County Treasurer

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 Nineteen Hundred Fifty & no/100 - - - - -
(\$1,950.00) - - - - - DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable - - - - - annually from date - - - - -according to the terms of one - - - - - certain promissory note - - - - - described as follows, to-wit:

One (1) note in the principal sum of \$1,950.00, dated May 12th, 1923,
due four months from date, bearing interest at the rate of eight per
cent from date, signed By R.A. Waxler,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party Y. of the first part hereby agree S., that in the event action is brought to foreclose this mortgage, he - - - - - will pay a
reasonable attorney's fee of ten per cent of the principal sum of said note - - - - - unknown,
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 12th day of May, 1923.R. A. Waxler - - - - - SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 12th
day of May, 1923, personally appeared R. A. Waxler,

and _____

to me known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that he - - - - - executed
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 15 day of May A. D., 1923
at 3:10 o'clock P. M. Book 439, Page 540

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