

230740 C.M. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. C. Leonard and wife, Dottie Leonarda _____ of Tulsa County, Oklahoma, part 10 of the first part, has
mortgaged and hereby mortgage to N. O. Horningof _____ part 7 of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lots Eleven (11) and Twelve (12) in Block
Six (6) of Orchard 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 _____

Three Hundred and No/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable semiannually annually from dateaccording to the terms of one certain promissory note _____ described as follows, to-wit:

One note this date executed and delivered for the sum of \$300.00 maturing
on or before May 1st, 1924 with interest thereon at the rate of 8% per annum
payable semiannually.

This mortgage is subject and interior to a first mortgage in the sum of
\$3,000.00

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 ^{ies} 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, ^{they} will pay a
reasonable attorney's fee of \$50. and 10% of the amount recovered. ^{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 16th day of May, 19 23E. C. Leonard

SEAL

Dottie Leonard

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 16th
day of May, 19 23, personally appeared _____

E. C. Leonard and Dottie Leonard, 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 January 13th, 1927. (Seal) Alma Shields, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of May, A. D., 19 23
at 4:20 o'clock P. M. Book 439, Page 559

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