

COMPALED

MORTGAGE RECORD NO. 439

231090 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Margaret S. Randolph and H. W. Randolph, her husband,a Tulsa of Tulsa County, Oklahoma, part ies of the first part, ha ve
mortgaged and hereby mortgage to Emma Banschbachof part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9), Block Twenty-four (24), to College Addition
to the city of Tulsa, according to the recorded plat of
said Addition,

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 Thousand and No/100

DOLLARS,

eight

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

according to the term of one certain promissory note described as follows, to-wit:

Dated at Tulsa, Oklahoma, May 18, 1923, in the principal sum of \$3,000.00,
with interest at the rate of eight per cent per annum, payable semi-annually,
to the order of Emma Banschbach, due three years from date.

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 as provided in said note 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 18th day of May, 19 23

Margaret L. Randolph

SEAL

H. W. Randolph

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 18th
day of May, 19 23, personally appeared

Margaret S. Randolph

and H. W. Randolph, her husband,

to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed
their
the same as 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 Aug. 6, 1924. (Seal) Ruth Businger, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of May, A. D., 19 23
at 11:00 o'clock A. M. Book 439, Page 584

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