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#233104 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robert Howard and Viola Howard, his wife,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Katherine Duncan  
 of part y. of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Three and four (3 & 4) Block Five  
 (5) Adams Addition to the City of Tulsa,  
 Tulsa County, Oklahoma.

10048  
 13 June 1923  
 A.G. 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 Five Hundred DOLLARS,  
 with interest thereon at the rate of eight percent, per annum, payable semi- annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note of \$500 dated June 16, 1923., due three years  
 after date with interest from date at the rate of eight  
 per cent per annum.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 upon the 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 mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-  
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said parties 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 Fifty DOLLARS  
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 12 day of June, 1923.

Robert Howard, SEAL

Viola Howard, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Brady Brown, a Notary Public in and for said County and State on this 12  
 day of June, 1923, personally appeared Robert Howard and Viola Howard,  
his wife,

and me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed  
 the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written. B.F. Pettus, Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of June, A. D., 1923  
 at 3:20 o'clock P. M. Book 439, Page 107

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

*This mortgage is for the purpose of securing the loan of \$500.00 to Katherine Duncan. The principal sum of \$500.00 is to be paid in full on June 16, 1926. The interest is to be paid semi-annually on June 16 and December 16. The mortgage is to be recorded in the public records of Tulsa County, Oklahoma.*