

COMPARED

Overbay, Bice, Flinders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Dan F. White,
a _____ of Tulsa, County, Oklahoma, part y of the first part, ha _____
mortgaged and hereby mortgage to Adelman Howe Company
of _____ part y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of my undivided one sixth (1/6) interest in the Real Estate
of the late M.H. White, deceased, described as follows;
All of the East one half half (E $\frac{1}{2}$) and the North West one Quarter
(NW $\frac{1}{4}$) of the South East One Quarter (SE $\frac{1}{4}$) of Section Thirty One (31)
Township Seventeen (17) Range Fourteen (14) better known as a part
of the Mary P. Cloud Allotment, except one mortgage made in favor
of W.A.Funk for a consideration of One Thousand dollars, (\$1000.00)

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 Twenty Six dollars & 06/100
(326.06) ----- DOLLARS,
with interest thereon at the rate of eight per cent, per annum, payable annually annually from July 17th, 1923
according to the terms of one certain promissory note ----- described as follows, to-wit:

One note dating July 17th, 1923, payable July 17th,
1924 with interest from date at the rate of eight
per cent, ammount of note \$326.06 signed by.....

TREASURER'S RECEIPT
I hereby certify that I received 326.06 and issued
Receipt No. 10703 thereon in payment of mortgage
tax on the within mortgage.
Dated this 17 day of July, 1923
W. W. Stucky, County Treasurer
P. S. B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part y 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 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 y shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said part y 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 Twenty-five ----- 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 18th day of July, 1923

Witnessed.
W. A. Funk,

Dan F. White, SEAL
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 July, 1923, personally appeared Dan F. White,

and -----
to me known to be the identical person ----- who executed the within and foregoing instrument and acknowledged to me that he executed
the same as 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 May 27, 1924 (SEAL) William J. Cross. Notary Public

I hereby certify that this instrument was filed for record in my office on 18 day of July, A. D., 1923
at 1:40 o'clock P. M. Book 439, Page 315

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