

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. Y. Hilburn and Burnice Hilburn, his wife,
 of Tulsa, Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to P. A. Broach
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Thirty-three (33) and Thirty-four (34) in Block
 three (3) Forest Park 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 Eight Hundred Fifty and No/100
850 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi annually from date
 according to the terms of 14 certain promissory notes 8 described as follows, to-wit:

All notes executed by first parties to second party,
 each in the principal sum of \$60.72; the first of said
 notes due one month after date, to-wit; September 24th,
 1923, and one on the 24th of each month until the full
 amount due is paid, with interest at the rate of eight
 per cent per annum from date until paid.

THE ASSURANCE CORPORATION
 I hereby certify that I received \$16 and issued
 Receipt No. 11429 for the payment of mortgage
 tax on the within mortgage.
 Dated this 7 day of Sept 1923
 W. W. Simpson, County Treasurer
R. G. Gunn
 Deputy

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. 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 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 party 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, they will pay a
 reasonable attorney's fee of \$10 and 10% amount due XXXXX
 which this mortgage also secures.

Parties 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 24th day of August, 1923.

W. Y. Hilburn SEAL
Burnice Hilburn, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:
 Before me, _____, a Notary Public in and for said County and State on this 24th
 day of August, 1923, personally appeared W. Y. Hilburn, and Burnice Hilburn
his wife,

XXXXXX
 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 Sept. 16, 1924 (SEAL) Paul A. Wilson, Notary Public

I hereby certify that this instrument was filed for record in my office on 6 day of Sept. A. D., 1923
 at 11:55 o'clock A. M. Book 439, Page 561
 By Brady Brown Deputy, O. G. Weaver, County Clerk
 (SEAL)