

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. M. Eakes and May S. Eakes,
a Tulsa, County, Oklahoma, part 1st the first part, have
mortgaged and hereby mortgage to H. W. Randolph,
of part 2 of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot One (1), Block Seven (7), Maple Park Addition to
the City of Tulsa, Oklahoma, according to the official
plat and survey thereof.

(Subject only to first mortgage of \$5500.00 to Gum Brothers Co.)

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 Twenty-five Hundred and No/100 25 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date
according to the terms of 2 certain promissory note 2 described as follows, to-wit:

One note dated September 5th, 1923, in the sum of \$1250.00
due six months from date with interest thereon at the rate of
8% per annum.

One note dated September 5th, 1923, in the sum of \$1250.00
due twelve months from date with interest thereon at the rate
of 8% per annum.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party 1st 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 as provided in said notes DOLLARS
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 5th day of September, 19 23.

M. M. Eakes SEAL

May S. Eakes, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 6th
day of September, 1923, personally appeared M. M. Eakes and May S. Eakes,

~~XXXX~~
to me known to be the identical person 2 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 June 29, 1926. (SEAL) Homa Wood Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of Sept. A. D., 19 23

at 3:40 o'clock P. M. Book 439, Page 571

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