

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Chas. Jernigan and Willie Jernigan, Husband and wife,
 a Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to T. K. Killpatrick and D. L. Killpatrick,
 of Tulsa, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Three (3) South Side Addition to
 the City of Sand Springs, Oklahoma, According to the
 Official Plat Thereof.

11519
 13 Sept. 3
 A. James

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 Four Hundred Ten and 00/100 - - - (\$410.00) - - -
 ----- DOLLARS,
 with interest thereon at the rate of six per cent, per annum, payable Semi- annually from March 1st, 1923
 according to the terms of One certain promissory note ----- described as follows, to-wit:

One note for the principal sum of Four Hundred Ten and 00/100
 Dollars with interest at the rate of Six percent per annum
 payable semi annually, said note payable in monthly installments
 of Fifteen dollars per month. Said note made payable to T. K. Kill-
 patrick and D. L. Killpatrick, and signed and made by Chas. Jernigan
 and Willie Jernigan.

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 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, they will pay a
 reasonable attorney's fee of Twenty Five and 00/100 - - - - - 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 First day of March, 1923.

Chas. Jernigan SEAL

Willie Jernigan SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 4
 day of April, 1923, personally appeared Chas. Jernigan and Willie Jernigan,
 (husband and wife)

to me known to be the identical persons 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 July 1, 1926. (SEAL) E.F. Dixon, Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of Sept. A. D., 1923

at 3:20 o'clock P. M. Book 430, Page 603

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