

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. W. Randolph and Margaret S. Randolph, his wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Emma Benschbach
 of part V. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

South forty-seven feet of the West One Hundred Five
 feet of Lot Twenty-three Block Five, and the strip
 of land Ten feet wide adjoining said tract on the
 South, all in the Southside Addition to the City of
 Tulsa, Oklahoma, according to the recorded plat and
 survey of said Addition.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 120 and issued
 Receipt No. 1183 thereon in payment of mortgage
 tax on the within mortgage.

Dated this 5 day of Oct, 1923

W. W. Stacy 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 Two Thousand and no/100 -----
 ----- DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

One note of even date herewith for \$2000.00, due
 three years from date, with interest at the rate
 of 8% per annum from date.

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 on 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 mortgage
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second party shall be entitled to the immediate possession of
 the premises and all 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 as provided for in said note ~~XXXXXX~~
 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 1st day of October, 1923.

Margaret S. Randolph SEAL

H. W. Randolph SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 1st
 day of October, 1923, personally appeared H. W. Randolph and Margaret S. Randolph, his wife,

and -----
 to me known to be the identical person, 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 May 5, 1926. (SEAL) Juanita Plumlee Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Oct, A. D. 1923
 at 11:30 o'clock A. M.

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