

#241829 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Cora C. Butts and Maurice H. Butts, wife and
x husband, of Broken Arrow, Tulsa, County, Oklahoma, part 1st the first part, ha. VE
 mortgaged and hereby mortgage to A. J. Simon,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

West half of the East half of the Southwest Quarter
 of the Southeast Quarter and the East half of the
 West half of the Southwest Quarter of the Southeast
 Quarter, all in Section Four (4), Township Eighteen
 (18) North, Range Fourteen (14) East, containing 20
 acres, more or less, of the Indian Base and Meridian.

TREASURY DEPARTMENT

I hereby 20 and issued
 Receipt No. 11916 of mortgage
 tax on the within 11
 Dated this 11 Oct 1923
W. W. Stuckey, S. B.
 Deputy

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 One Thousand (\$1000.00) and no/100 ---
--- DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable semi- annually from in advance
 according to the terms of ONE certain promissory note described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, October 9, 1923,
 due October 9, 1924, payable to the mortgagee hereto
 in the sum of \$1000.00, for value received, at Broken
 Arrow, Oklahoma, with interest after date at ten per
 cent, per annum until paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 part y 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 of One Hundred --- 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 9th day of October, 1923.

Cora C. Butts SEAL

Maurice H. Butts, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, --- a Notary Public in and for said County and State, on this 9th
 day of October, 1923, personally appeared Cora C. Butts and Maurice H. Butts,
wife and husband,

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 Feby. 19, 1927. (SEAL) W. E. Laws, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of Oct. A. D. 1923
 at 9:30 o'clock A. M.

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