

MORTGAGE RECORD NO. 465

#242075 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ralph W. Howes and Zella M. Howes, his wife,
Tulsa, County, Oklahoma, parties, the first part, have
 mortgaged and hereby mortgage to Fred B. Larkins,
 of part y 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 Eleven (11),
 of Maple Park Addition to the City of
 Tulsa, according to the recorded plat
 thereof.

11957 500
 Dated this 13 Oct. 1923
 W. W. Weaver, County Clerk
 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 Five Thousand and no/100 (\$5000.00) -----
 ----- 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:

A certain promissory note executed October 12th, 1923,
 by Ralph W. Howes and Zella M. Howes, his wife, to Fred
 B. Larkins in the sum of \$5000.00, due in five years
 from the date thereof and bearing interest at the rate of
 8% per annum from date, payable semi-annually.

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, ----- will pay a
Five Hundred (\$500.00) ----- DOLLARS,
 reasonable attorney's fee of ----- 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 12th day of October, 1923.

Ralph W. Howes SEAL

Zella M. Howes, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 12th
 day of October, 1923, personally appeared Ralph W. Howes and Zella M. Howes,
his wife,

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 Sept. 6, 1925. (SEAL) Maude Tuten Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of Oct. A. D. 1923

at 4:50 o'clock P. M.

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