

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ralph W. Howes and Zella M. Howes,  
his wife, of Tulsa, County, Oklahoma, parties of 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.

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S.B.

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 - - - (\$2000.00) - - -

----- DOLLARS,  
with interest thereon at the rate of 8 per cent per annum, payable quarterly as each note matures,

according to the terms of seven (7) certain promissory note S described as follows, to-wit:

Seven certain promissory notes, six of said notes  
being in the sum of \$300.00, and one in the sum of \$200.00,  
executed October 12, 1923, by Ralph W. Howes, and Zella M.  
Howes, his wife; to Fred B. Larkins, bearing interest at the  
rate of 8% per annum from date and payable one on or before  
every three months beginning with February 1st, 1924.

(It is understood that this mortgage is subject and second to  
a certain mortgage of like date in the sum of \$5000.00 executed  
by Ralph W. Howes, and Zella M. Howes, his wife, to Fred B. Larkins.)

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  
reasonable attorney's fee of Two Hundred (\$200.00) - - - - - 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 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 Sept. 6, 1925 (SEAL) Maudie 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