

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Myrtle A. Earns and H.A. Earns,
her husband, of Tulsa, Tulsa, County, Oklahoma, part ies the first part, ha VS
mortgaged and hereby mortgage to J. M. Haverfield,
of part. Y. of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) in Block One (1) Earns
Addition to the City of Tulsa, Oklahoma,
according to the recorded amended plat
thereof.

TREASURERS ENDORSEMENT
I hereby certify that I have received \$60 and issued
Receipt No. 11969 therefor in payment of mortgage
tax on the within instrument.
Dated this 15 day of Oct, 1923
W. W. Bailey, County Treasurer
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 Four 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 eleven certain promissory note 8 described as follows, to-wit:

Ten (10) notes in the amount of \$100.00 each dated
October 1st, 1923, due monthly for ten consecutive
months beginning December 1st, 1923, and one (1) note
in the amount of Three Thousand and no/100 Dollars
(\$3000.00) dated October 1st, 1923, due October 1st,
1924.

This mortgage is given subject to a mortgage in the
sum of Thirty Three Thousand and no/100 Dollars
(\$33,000.00) to the Georgia State Savings Association
of Savannah, Georgia.

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 part ies 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 \$10.00 and ten per cent. ----- DOLLARS/
which this mortgage also secures.

Part ies 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

Myrtle A. Earns SEAL

H.A. Earns, 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 Myrtle A. Earns and H. A. Earns,
her 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 October 4th, 1924. (SEAL) B. M. Grotkop. Notary Public

I hereby certify that this instrument was filed for record in my office on 15 day of Oct. A. D., 1923

at 1 o'clock P. M.
By Brady Brown Deputy, (SEAL) O.G. Weaver, County Clerk