

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Sam Herdan and Sarah Herdan, (his wife,)
of Tulsa, County, Oklahoma, parties for the first part, have
mortgaged and hereby mortgage to G. Z. Jenkins,
of Tulsa, County, Oklahoma, parties for the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The East Sixteen and two thirds feet of Lot
Eight (8) and the West Sixteen and Two Thirds
feet of Lot Nine (9) in Block Six (6) in Irving
Place Addition to the City of Tulsa, Tulsa County,
Oklahoma, according to the recorded plat thereof.

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 Fifteen Hundred and no/100 -----
----- DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable monthly -----
----- according to the terms of 34 certain promissory note 8 ----- described as follows, to-wit:

Thirty three (33) notes dated October 9th, 1922, for Fifty
and no/100 (\$50.00) Dollars each and one (1) note dated
October 9th, 1922 for Twenty Nine and 08/100 (\$29.08) Dollars
executed by Sam Herdan and Sarah Herdan in favor of G. Z. Jenkins
which note in aggregate amount to Sixteen hundred seventy nine and
08/100 (\$1679.08) Dollars being for Fifteen Hundred and no/100
(\$1500.00) Dollars as principal and One Hundred seventy nine and
08/100 (\$179.08) Dollars as interest to date of maturity at the
rate of eight (8%) per cent per annum payable monthly.

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.

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 of One Hundred Fifty and no/100 (\$150.00) ----- 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 9th day of October, 1922.

Sam Herdan SEAL
Sarah Herdan 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, 1922, personally appeared Sam Herdan and Sarah Herdan, (his wife)

and
to me known to be the identical person 8 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 hand and official seal the day and year last above written.
My commission expires Jan. 25th, 1925. (SEAL) Samuel M. Epsen, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Oct., A. D. 1923
at 2:16 o'clock P. M.

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