

240352 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Daisy M. Burhans and P. A. Burhans, her husband
a Tulsa of Tulsa County, Oklahoma, part 198 the first part, la.Y.S.
mortgaged and hereby mortgage to Caroline Baker
of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot Seventeen (17) Block Sixteen (16) of Terrace Drive
Addition to the city of Tulsa, Oklahoma, according to the Re-
subdivision of Block Six (6) and Lots One (1), Two (2) and
Three (3) of Block Four (4) of said addition.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 2.24 and issued
Receipt No 11569 thereon in payment of mortgage
tax on the within mortgage.

Dated this 19 day of Sept, 1923

W. W. Stuckey, County Treasurer

A. James
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

Two Thousand Eight Hundred Fifty and No/100 (\$2850.00) DOLLARS,

Eight

with interest thereon at the rate of per cent, per annum, payable monthly annually from date

according to the terms of one certain promissory note described as follows, to-wit:

One note of even date in the amount of \$2850.00, payable monthly at the rate of \$60.00
said payments to include interest computed and payable monthly on entire deferred sum
due.

This mortgage is subject to a first loan in the amount of \$4500.00, in favor of J.E.
Roght, now of record.

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 V 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% of unpaid principal hereof and ten 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 20th day of July, 1923

Daisy M. Burnhans

SEAL

P. A. Burnhans

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, --- a Notary Public in and for said County and State, on this 20th

day of July, 1923, personally appeared

Daisy M. Burhans

and P. A. Burhans, 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 March 4th, 1924. (Seal) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of Sept, A. D. 1923

at 4:35 o'clock P. M. and recorded in Book 465, Page 19.

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