

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Berde V. Milner and John T. Milner, her husband,
of 547 So. Xanthus xxx Avenue, Tulsa, Oklahoma, Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to J. P. Pautler, of Tulsa, Oklahoma,
of _____ part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot 23 and South half of Lot 22 in Block
2 of Abdo Addition to Tulsa, Oklahoma.

This mortgage is second and inferior to a certain
mortgage executed by Berde V. Milner, and her husband,
John T. Milner, to September 15, 1922, and recorded
in Book 415, page 458 in the office of the County Clerk
of Tulsa, County Oklahoma, in the sum of Three Thousand
and five hundred dollars.

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same, excepting a first
mortgage to Tulsa, Building & Loan Assn. Dated Sept. 15, 1922.
This mortgage is given to secure the principal sum of Five Hundred _____

_____ DOLLARS,
with interest thereon at the rate of ten per cent, per annum, payable _____ annually from _____ date
according to the terms of one certain promissory note _____ described as follows, to-wit:

Dated October 23, 1923 and due in one year, payable at the
office of payee or National Bank of Commerce of Tulsa, Oklahoma.

RECORDED IN MORTGAGE BOOK

12156

24 Oct. 3

S.B.

evidence of the within indebtedness.

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.

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, _____ will pay a
reasonable attorney's fee of Fifty _____ 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 _____ day of October, 1923

Berde V. Milner, SEAL

John T. Milner, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this _____
day of October, 1923, personally appeared Berde V. Milner and John T. Milner, both
of Tulsa, Oklahoma,

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 May 21, 1927. (SEAL) J. B. Grant, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Oct. A. D. 1923
at 4:25 o'clock P. M.

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