

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That P. M. Kerr and Eva B. Kerr, his wife,  
Tulsa, County, Oklahoma, part 1st of the first part, have  
mortgaged and hereby mortgage to J.E. Roth, of Fairfield, Iowa,  
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 Eight (8) Block Two (2) Third  
Oak Grove Addition to the City of Tulsa,  
Oklahoma, according to the recorded plat  
thereof.

12586 450  
1 Nov 3  
C. White

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 Seven Thousand five hundred 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 one certain promissory note ----- described as follows, to-wit:

One note of even date herewith in the sum of  
seven thousand five hundred and no/100 dollars,  
due three years from date with interest at the  
rate of eight per cent per annum, payable semi-  
annually at the Iowa State Savings Bank, Fairfield  
Iowa.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 1st 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 Seven Hundred and Fifty and no/100 ----- DOLLARS,  
which this mortgage also secures.

Part 1st of the first part, for said consideration, do ----- hereby expressly waive appraisement of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma.

Dated this 30th day of October, 192 3

Eva B. Kerr, ----- SEAL

P. M. Kerr, ----- SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this  
October day of 1923, personally appeared P.M. Kerr and Eva B. Kerr, his wife,

and  
to me known to be the identical person B 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 Dec. 30, 1925 (SEAL) Virginia M. Hagan, Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of Nov. A.D., 192 3

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