

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.S. Thomas and Marie Thomas, husband and wife,
Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to J.W. Bozarth
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot "D" of the resubdivision of Lots 1, 2, 3, and 4, of
 Blk. 2, Russell, Galbreath and Colcord Addition to the
 Town of Red Fork, Oklahoma, according to the recorded
 plat thereof.

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same. 12317
 This mortgage is given to secure the principal sum of (\$592.50 - - - - - Five Hundred and Ninety
Two Dollars and 50/100 - - - - - DOLLARS.
 with interest thereon at the rate of 8 per cent, per annum, payable at maturity xxxxx date
 according to the terms of six certain promissory note S described as follows, to-wit:

One note of \$92.50 due and payable April 22, 1923, One note
 of \$100.00 due and payable July 22, 1923, One note of \$100.00
 due and payable October 22, 1923, One note of \$100.00 due and
 payable January 22, 1924, One note of \$100.00 due and payable
 April 22, 1924, One note of \$100.00 due and payable July 22nd,
 1924. All of the above mentioned notes bear interest of eight
 per cent from date.

This mortgage is given subject only to a first mortgage on the
 above described property to McCauley and Company of Sapulpa,
 Oklahoma, in the sum of \$1800.00.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby
 covenant S and agree S 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 parties of the first part hereby agree S that in the event action is brought to foreclose this mortgage, - - - - - will pay a
 reasonable attorney's fee of \$10.00 and ten percent of the principal DOLLARS,
 which this mortgage also secures.

Parties 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 22nd day of January, 1923

W.S. Thomas, SEAL

Marie Thomas, SEAL

STATE OF OKLAHOMA, County of Tulsa, as:

Before me, - - - - - a Notary Public in and for said County and State, on this 22
 day of Jan., 1923, personally appeared W. S. Thomas, and Marie Thomas, his wife,

and - - - - -

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 hand and official seal the day and year last above written.

My commission expires April 26, 1924. (SEAL) J.N. Clark, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Nov. A. D. 1923

at 11:15 o'clock A. M.

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