

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That W.A. Rhoads and M.J. Rhoads, his wife,  
a \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to E.E. Luster,  
of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot number six (6) in Block three (3) Original  
Townsite of Bixby, Okla. 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 Two hundred and no/100 -----  
----- DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable -----, annually from ----- date

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

Dated November 5, 1923, due one year after date  
together with all conditions of said note.

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 ----- shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part ies the first part hereby agree -----, that in the event action is brought to foreclose this mortgage, ----- will pay a  
reasonable attorney's fee of \$20.00 ----- 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 5th, day of November, 1923.

W.A. Rhoads SEAL

M.J. Rhoads, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:.

Before me, -----, a Notary Public in and for said County and State, on this 5th  
day of November, 1923, personally appeared W.A. Rhoads, and M.J. Rhoads,

and -----  
to me known to be the identical persons ----- 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 October 28, 1925. (SEAL) A.C. Wise, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Nov., A.D. 1923  
at 3:20 o'clock P. M.

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