

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. L. Simmons and Florence A. Simmons, his wife,
 of Tulsa, Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to James T. Whiteley,
 of _____ part _____ of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Ozarka Place Addition to the City of
 Tulsa, Tulsa County, Oklahoma, subject to first
 mortgage to the Home Building and Loan Association in
 the amount of \$2,500.00 dated October 8, 1923 and filed
 in the office of the county Clerk, Tulsa County, Oklahoma,

TREASURY DEPARTMENT
 I hereby certify
 Receipt No. 2329
 tax on the within and above
 Dated this 7 day of Nov 1923
 W. W. _____ County Treasurer
A. B. 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 Fourteen Hundred _____
 _____ DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from November 5, 1923,
 according to the terms of one certain promissory note _____ described as follows, to-wit:

Installment note in the amount of Fourteen Hundred Dollars (\$1,400.00)
 payable monthly in installments of \$15.00 and interest at the rate of
8% payable monthly due on or before the first day of every month,
 beginning, December 1, 1923, until paid, signed, by E.L. Simmons and
 Florence A. Simmons.

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 9 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 One Hundred Forty _____ DOLLARS,
 which this mortgage also secures.

Part _____ 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 fifth day of November, 1923.

Florence A. Simmons, SEAL

E. L. Simmons, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this Seventh
 day of November, 1923, personally appeared E. L. Simmons and Florence A. Simmons, 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 Sept. 5, 1927. (SEAL) Brady Brown, Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of Nov. A. D. 1923
 at 11:00 o'clock A. M.

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