

REAL ESTATE MORTGAGE

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

The South Forty-three (43) feet of Lot Five (5) and the North Twenty-five (25) feet of Lot Six (6) of Block Five (5), in Buena Vista Park Addition to the City of Tulsa;

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 Eighteen Thousand and Six Hundred and Fifty-one DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable three annually from date according to the terms of three certain promissory note, described as follows, to-wit:

One note for the sum of Seven Thousand One Hundred and Five Dollars, due on or before one year from date.

One note for the sum of Six Thousand Dollars, due on or before two years from date.

One note for the sum of Six Thousand Dollars, due on or before three years from date.

Parties of the first part covenant and agree with the party of the second part to keep the hereinbefore described property insured against loss by fire or tornado in some Insurance Company authorized to do business in the State of Oklahoma, in the sum of Twelve Thousand (\$12,000.00) Dollars, with loss Clause attached, providing for payment to the mortgagee, as her interest may appear.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party ies the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Five Hundred 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 15 day of November, 1923.

Alice Harmon Campbell SEAL

W. J. Campbell SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 15th day of November, 1923, personally appeared Alice Harmon Campbell and W. J. Campbell,

and to me known to be the identical person 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 Jan. 28, 1925 (SEAL) A.B. Crews, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Nov., A. D. 1923 at 4:20 o'clock P. M.

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