

#244831 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Josephine Rothhammer, single, and May Rothhammer,
single of Tulsa County, Oklahoma, parties of the first part have
mortgaged and hereby mortgage to Sophronia E. Schmidt as Guardian of Karl Desman Schmidt.
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 the West One-hundred feet of the North
five feet of Lot Numbered Eighteen and all of
the West One-hundred feet of Lot numbered Nine-
teen, and all of the West One-hundred feet of the
South Ten feet of Lot numbered Twenty, all being
in Block numbered Fifteen in Park Hill Addition
to the City of Tulsa, 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 Thirty-five-hundred
eight DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from November 19th, 1923.
according to the terms of one certain promissory note described as follows, to-wit:

Executed November 19th, 1923, by parties of the
first part unto party of the second part in the sum of
\$3500.00 and due November 19th, 1925.

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 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 that in the event action is brought to foreclose this mortgage, they will pay a
reasonable attorney's fee of Three-Hundred-fifty DOLLARS,
which this mortgage also secures.

Parties 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 19th day of November, 1923

Josephine Rothhammer SEAL

May Rothhammer SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 19th
day of November, 1923, personally appeared Josephine Rothhammer, single and May Rothhammer
single,

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

My commission expires May 24, 1927. (SEAL) A.R. Marr Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Nov. A.D. 1923
at 11 o'clock P.M.

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