

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. A. Javine and Ellen Javine, his wife,  
Tulsa, County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to W. Frank Walker,  
of part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in Block One (1) Sanger-Douglass  
Subdivision of Block Twenty-five (25) of Park  
Place an addition to the City of Tulsa, Tulsa  
County, Oklahoma, 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 Forty-seven Hundred Fifty & No/100 -----  
----- DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable Quarterly ~~xxxx~~ from Date  
according to the terms of Six. certain promissory note 8 described as follows, to-wit:

One certain series of six notes, numbered from one to six  
inclusive and dated October 5, 1922. Note No. one due on  
or before December 15, 1922 and representing the principal  
sum of \$600.00; notes Numbered Two to Five inclusive, each  
in the sum of \$750.00, due March 15, 1923, June 15, 1923,  
September 15, 1923 and December 15, 1923, respectively.  
Note No. six in the sum of \$1150.00 due March 15, 1924. all  
the above notes bear interest at the rate of 8% per annum from  
date until paid with interest payable quarterly on the entire  
deferred sum due from time to time.

The above mortgage is subject and inferior to a first mortgage in the sum of  
\$3500.00 in favor of the Exchange Trust Company of Tulsa, Oklahoma, due in about three  
years. 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 Y 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 they will pay a  
reasonable attorney's fee of Five Hundred & No/100 ----- 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 5th day of October, 1923.

L. A. Javine SEAL  
Ellen Javine 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 October, 1923, personally appeared L. A. Javine and Ellen Javine, his wife,

and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed  
their the same as hand free and voluntary act and deed for the uses and purposes therein set forth.

Witness my ~~XXXXXX~~ and official seal the day and year last above written.

My commission expires January 5, 1926 (SEAL) R. W. Lee Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Sept. A. D. 1923  
at 3:30 o'clock P. M.

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