

FIRST REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank B. Pitts, a single man, Dr. S. Murray and Lillian W. Murray, his wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Julien Halff of Tulsa, County, Oklahoma, parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Part of Lots 5 and 6, in Block Twelve (12) in the Town of North Tulsa, now a part of the City of Tulsa, as shown by the recorded plat thereof and more particularly described as follows; Commencing at the Northeast Corner of Lot Six (6); thence running southeasterly along the West side of the alley a distance of 140 feet; thence in a southwesterly direction 40 feet; thence in a northwesterly direction parallel with the West line of the alley; a distance of 140 feet; thence in a northeasterly direction 40 feet; to the place of beginning being the East Forty (40) feet of Lot Six (6) and the East Forty (40) feet of the North (40) feet of Lot Five (5) in Block Twelve (12) in the Town of North Tulsa now a part of the City of Tulsa, Oklahoma.

13023
21 Dec 1923
S.B.

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 Thousand Five Hundred (\$2500.00) DOLLARS,

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

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

Tulsa, Oklahoma, Dec. 21, 1923.

One note dated Dec. 21, 1923, executed by Frank B. Pitts, Dr. S. Murray and Lillian W. Murray to Julien Halff, in the principal sum of \$2500.00 due Three years after date with interest at the rate of ten per cent per annum, payable semi-annually from date according to the terms of said note.

Signed

Frank B. Pitts,
Dr. S. Murray
Lillian W. Murray.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 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 \$15.00 and 10% of principal sum 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 21st day of December, 1923

Frank B. Pitts

SEAL

Dr. S. Murray

SEAL

Lillian W. Murray,

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Arthur Dudley, a Notary Public in and for said County and State, on this 21st day of December, 1923, personally appeared Frank B. Pitts, a single man, and Dr. S. Murray and Lillian W. Murray, his wife,

and they 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 Feb. 12, 1924 (SEAL) Arthur Dudley Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Dec. A. D. 1923 at 4:50 o'clock P. M.

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