

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I. J. Kernaghan and Florence Kernaghan, husband and wife, of Tulsa, Tulsa, County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to F.B. Jordan and C.L. Sears, of part. ies the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Nineteen (19) in Block Five (5) in Hillcrest 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 Seventy and No/100 16 Jan. \$ 8. B. DOLLARS, with interest thereon at the rate of 10 per cent, per annum, payable annually from date according to the terms of ONE certain promissory note described as follows, to-wit:

Note of even date herewith for Seventh Dollars (\$70) payable within sixty days; same bearing interest at the rate of 10% per annum.

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 ies 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, ies will pay a reasonable attorney's fee of Ten per cent and ten dollars 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 eightth day of January, 1924.

I. J. Kernaghan SEAL

Florence Kernaghan SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this eightth day of January, 1924, personally appeared I. J. Kernaghan and Florence Kernaghan, his wife,

and ----- to me known to be the identical person ies 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 July 9th, 1927. (SEAL) George P. Bonnetie, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Jan. A. D. 1924

at 3:40 o'clock P. M. By Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk.