

(SEAL) O.G. Weaver, County Clerk.

My commission expires - - -

Filed for record in Tulsa County, Okla. on July 1, 1924, at 10:15 A.M. recorded in book 491, page 20, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

261835 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That I, Mary V. Howard, formerly Mary V. Woods, a widow, of Tulsa, Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgages to W.S. Webber, N.J. Caesar, and J.E. Hardy, Trustees for the St. John Grand Lodge, A.F. and A.M., Jurisdiction of Oklahoma and S.F. Jordan, Treasurer of M.B.A. St. John Grand Lodge A.F. & A.M. Jurisdiction of Oklahoma, and Lillie Talliaferro, W.L. Wade, and Dimpie Bush, Trustees for Queen Bathsheba Grand Chapter, Order of Eastern Star, Jurisdiction of Oklahoma, and Roxie A. Price, Treasurer, E.S.B.A. for Queen Bathsheba, Grand Chapter, Order of Eastern Star, Jurisdiction of Oklahoma, parties of the Second Part, the following property, to-wit:

" The south thirty seven and a half feet (37½ ft) of the north fifty (50) feet of the west fifty (50) feet of lot five (5) in block forty seven (47) of the original town (now city) of Tulsa, Oklahoma, according to the recorded plat thereof,

with all improvements thereon and appurtenances thereto belonging, and to warrant the title to the same.

This mortgage is given to secure the principal sum of seven thousand dollars (\$7,000.00) with interest at the rate of 8% per annum from date according to the terms of here certain promissory note, from first party above to second parties above named, said note being dated June 17, 1924, and due seven (7) years from date.

It is understood that said <sup>note</sup> is made payable to said second parties for their successors in office. Provided always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party hereby covenants and agrees to pay all taxes, insurance and assessment of said land when the same shall become due and authorize second parties thru their proper agent, to deduct same from the rents and income from said land during the term of this mortgage that may come into the hands of second parties or their duly authorized agent, and first party further agrees to keep all improvements in good repair, and not to commit waste or allow waste to be done, and to keep buildings insured in favor of second parties.

It is further expressly agreed by and between the parties hereto that of 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 said second parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party of the first part hereby agrees that in event action is brought to foreclose this mortgage she will pay a reasonable attorney's fee of 10% of total amount of note which this mortgage secures:

Party of the first part, for said consideration, does hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated in Tulsa, Oklahoma, this 17th day of June, 1924.

Mary V. Howard, formerly Mary V. Woods.