

The News-Dispatch Print & Audit Co., Oklahoma City, Okla.

216400 C.H.J. COMPAREL

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robt. E. Adams and wife, Sara E. Adamsa of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to Harold S. Philbrickof 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 Fifty (50') feet of Lot Two (2) in Block One (1) and the East Twenty-five (25) feet of Lot Three (3) in Block One (1) of Maple Heights Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject and inferior to a first mortgage in the sum of \$9,000 in favor of Gum Brothers.

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

Three hundred Eighty-seven and 25/100

DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable semi annually from maturity

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

No. 1	Dated November 25, 1922, maturing 6 Mos. from date for \$45.00
No. 2.	" " " " " " 12 " " " " 43.65
No. 3.	" " " " " " 18 " " " " 42.30
No. 4.	" " " " " " 24 " " " " 40.95
No. 5.	" " " " " " 30 " " " " 39.60
No. 6.	" " " " " " 36 " " " " 38.25
No. 7.	" " " " " " 42 " " " " 36.90
No. 8.	" " " " " " 48 " " " " 34.55
No. 9.	" " " " " " 54 " " " " 33.20
No. 10.	" " " " " " 60 " " " " 32.85

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 V 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, they will pay a reasonable attorney's fee of \$50 and 10% of the amount recovered 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 25th day of November, 19 22.

Robt. E. Adams

SEAL.

Sara E. Adams

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 25th day of November, 19 22, personally appeared

Robt. E. Adams

and wife, Sara E. Adams

to me known to be the identical person..... 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 August 21, 1924. (Seal)

Harold S. Philbrick,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Dec. A. D., 19 22

at 4:45 o'clock P. M. Book 402, Page 122

By F. Delman,

Deputy.

(Seal.)

O. D. Lawson,

County Clerk.

THE SURETY'S ENFORCEMENT
I hereby certify that I received \$40.00 and issued
Receipt No. 6722- therefor in payment of mortgage
tax on the within mortgage.
Dated this 13 day of Dec. 1922
WAYNE L. DICKEY, County Treasurer
Deputy