

217272 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary L. Maginniss and husband, H. P. Maginnissa _____ of Tulsa County, Oklahoma, part ies of the first part, ha ve
mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walkerof _____ part ies of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot Eighteen (18) in Block Fifteen (15) of the Re-Subdivision
of Block Six (6) and of Lots One (1), Two (2) and Three (3) in
Block Four (4) of Terrace Drive Addition to the city of Tulsa,
Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 124 and issued
Receipt No. 6911 therefor in payment of mortgage
tax on the within mortgage.
Dated this 22 day of Dec, 1922

WAYNE L. DICKEY, County Treasurer

Deputy

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 _____

Nineteen Hundred Forty-one and 71/100
eight

DOLLARS

with interest thereon at the rate of _____ per cent, per annum, payable monthly annually from dateaccording to the terms of 36 certain promissory note S described as follows, to-wit:

Thirty-five notes this date executed and delivered each for the sum of \$36.00
the first note maturing January 7, 1923 and one note on the 7th day of each and
every month thereafter until all of said notes are paid; and one note for the sum
of \$1043.57 maturing on the 7th day of December 1925. All of such monthly payment
notes bear interest at the rate of eight percent per annum payable monthly, the
monthly payment applying first on the interest on the entire deferred sum computed
monthly and the balance of the payment applying on principal.

This mortgage is subject and inferior to a first mortgage in the sum of \$3,800.00
in favor of the Home Building and Loan Association of Tulsa, Oklahoma.

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 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, _____ 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 7th day of December, 1922

Mary L. Maginniss

SEAL.

H. P. Maginniss

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 7th
day of December, 1922, personally appeared _____

Mary L. Maginniss

and and husband, H. P. Maginniss

to me known to be the identical person S 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 22 day of Dec. A. D., 1922at 2:45 o'clock P. M. Book 402, Page 174By F. Delman, Deputy, (Seal) O. D. Lawson, County Clerk.