

The New Dispatch Print & Audit Co., Shawnee, Okla.
217642 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. E. Kennedy and his wife Lillian Dale Kennedy

a _____ of Tulsa County, Oklahoma, part ies of the first part, have
mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walker,

of _____ part ies of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of the South Forty-five (45) feet of Lot Twenty-four (24) in Block Three (3) in Edgewood Place Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof,

The first parties have the option to pay any or all of notes described below before maturity at a discount rate of 8% per annum.

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 _____

Thirty-three hundred fifty and 40/100

DOLLARS

eight

with interest thereon at the rate of _____ per cent, per annum, payable _____ as stated _____ annually from _____ date _____

according to the terms of _____ 49 _____ certain promissory note _____ described as follows, to-wit:

One note for the sum of \$500.00 due Jan. 1st, 1923, bearing 8% interest from date until paid; 48 notes numbered 1 to 48, inclusive, notes 1 to 47, inclusive, each for the sum of \$50.00 and note No. 48 for the sum of \$1153.70. Note No. 1 matures Feb. 1st, 1923, and each consecutive note matures on the 1st of each and every month thereafter until all of such notes are paid. Said series of notes are drawn to include interest at the rate of 8% per annum computed and payable monthly on the entire deferred amount of principal, each monthly payment applying first on the interest due on the entire deferred amount and the balance applying on principal. If the mortgagors still own the property at the maturity of Note No. 48 and have made all payments promptly on both the first and second mortgages, then it is agreed that the first mortgage shall be increased for the loan value thereof, the increase applied on second mortgage and balance then due shall be carried on same monthly payment basis until fully paid.
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, _____ they _____ will pay a reasonable attorney's fee of \$10.00 and ten percent hereof _____ 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 21st day of December, 1922

L. E. Kennedy

SEAL

Lillian Dale Kennedy

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 21st day of December, 1922, personally appeared _____

L. E. Kennedy

and his wife Lillian Dale Kennedy

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 Aug. 21, 1924. (Seal) C. E. Hart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Dec., A. D., 1922 at 11:15 o'clock A. M. Book 402, Page 196

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.

TREASURER'S ENFORCEMENT
I hereby certify that I received \$-2 64 and issued
Receipt No. 49286 therefor in payment of mortgage
tax on the within mortgage.
Dated this 23 day of Dec. 1922
WAYNE L. DICKEY, County Treasurer