

218094 C.M.J. COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. W. Martin and Amanda Martin, his wife,  
 of Tulsa County, Oklahoma, part ies of the first part, ha ve  
 mortgaged and hereby mortgage to Robt. E. Adams,  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Two (2) according to the re-sub-division  
 of Lots One (1), Two (2), Three (3) and Four (4),  
 Block Nine (9) Highlands Addition, and Lots One  
 (1), Two (2), Three (3) and Four (4), Block One (1),  
 in Highlands Second Addition to the City of Tulsa,  
 Oklahoma, according to the recorded plat thereof,

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 72.00 and issued  
 Receipt No. 718 p therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 3 day of Jan, 1923.

WAYNE L. DICKEY, County Treasurer

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

Eleven hundred seventy and no/100

eight

Deputy

DOLLARS

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

according to the terms of 37 certain promissory note s described as follows, to-wit:

37 notes, numbered 1 to 37, inclusive, Notes Nos. 1 to 36, inclusive,  
 each for the sum of \$35.00 and Note No. 37 for the sum of \$73.10. Note  
 No. 1 matures Feb. 1, 1923, and each consecutive note matures on the  
 1st day of each and every month thereafter until all of said notes are  
 paid. Said principal sum of \$1170.00 bears interest at the rate of 8%  
 per annum computed and payable monthly on entire deferred amount, said  
 monthly payment notes applying first on the interest so computed and  
 the balance of such notes applying on principal.  
 This Mortgage is siblect to a first mortgage in the sum of \$3500.00  
 in favor of the Home Building & 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 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 Ten Dollars and 10% hereof, DOLLARS  
 which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the  
 homestead, exemption and stay laws in Oklahoma.

Dated this 2nd day of January, 1923.

J. W. Martin SEAL

Amanda Martin SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 2nd  
 day of January, 1923, personally appeared

J. W. Martin

and Amanda Martin, his wife,

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) Harold S. Philbrick, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Jan. A. D., 1923  
 at 3:30 o'clock P.M. Book 402, Page 221

By Brady Brown Deputy. (Seal) O. G. Weaver, County Clerk.