

218882 C.M.J.

**COMPARED**

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ruth A. Montgomery and husband, C. J. Montgomery  
 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 Six (6) in Block Three (3) of Highlands  
 Second Addition to the city of Tulsa, Oklahoma,  
 according to the recorded plat thereof.

**TREASURER'S ENDORSEMENT**  
 I hereby certify that I received \$ 156  
 No. 7173 therefor in payment  
 of the within mortgage.  
 Dated this 12 day of Jan  
WAYNE L. DICKY, County Clerk

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

This mortgage is given to secure the principal sum of

Two Thousand Five Hundred Sixty-six and No/100 DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable monthly annually from date

according 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 \$50.00, the first note maturing February 15, 1923 and one note maturing February 15, 1923 and one note on the 15th day of each and every month thereafter until all of said notes are paid and one note for the sum of \$1285.56 due January 15, 1926. Said notes bear interest at the rate of 8% per annum computed and payable monthly on whole sum unpaid each month, such interest being included in the face of each note. In case the parties of the first part still own the property at the end of three years and have made all payments promptly on this mortgage and the first mortgage and kept all other legal charges against said property paid then the party of the second part agrees to extend balance due until fully paid out on same monthly payment basis.

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 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% of the amount recovered and \$50.00 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 11th day of January, 1923.

Ruth A. Montgomery SEAL

C. J. Montgomery SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 11th day of January, 1923, personally appeared

Ruth A. Montgomery

and husband, C. J. Montgomery

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 12 day of Jan. A. D. 1923

at 11:20 o'clock A. M. Book 402, Page 270

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