

COMPARED

219146 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Minnie H. Robinson and Maurice Robinson, her husband

a \_\_\_\_\_ of Tulsa \_\_\_\_\_ County, Oklahoma, part <sup>ies</sup> of the first part, have mortgaged and hereby mortgage to Robt. E. Adams

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

All of Lot Four (4) in Block Two (2) of Sunset Hill Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.  
 This mortgage is subject and inferior to a first mortgage for the sum of \$2,800 in favor of G.W. Brothers and a second mortgage for the sum of \$1,500 in favor of C.F. Walton.

State of Oklahoma, )  
 County of Tulsa. ) ss.

Before me, a Notary Public, in and for said County and State, on this 13th day of January, 1923, personally appeared Maurice Robinson, husband of Minnie H. Robinson, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.  
 Witness my hand and official seal, the day and year last above written.  
 (Seal) My commission expires August 21, 1924. Harold S. Philbrick, Notary Public.  
 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

Five Hundred and No/100

DOLLARS

eight

with interest thereon at the rate of \_\_\_\_\_ per cent, per annum, payable at maturity \_\_\_\_\_ date

according to the terms of one \_\_\_\_\_ certain promissory note \_\_\_\_\_ described as follows, to-wit:

One note this date executed for the sum of \$500 due on or before sixty days from date with interest thereon at the rate of 8% per annum payable upon maturity.

TREASURER'S RECEIPT

I have received of \_\_\_\_\_ \$70.00  
 Receipt 7219 \_\_\_\_\_  
 tax on the \_\_\_\_\_

Dated this 15 day of Jan. 1923

WAYNE L. DICKY, County Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> 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 <sup>ies</sup> shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part <sup>ies</sup> 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 <sup>ies</sup> 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 9th day of January, 1923.

Minnie H. Robinson

SEAL

Maurice Robinson

SEAL

Kansas

STATE OF OKLAHOMA, County of Butler, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 9th day of January, 1923, personally appeared

Minnie H. Robinson wife of Maurice Robinson

and \_\_\_\_\_ to me known to be the identical person <sup>s</sup> 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 \_\_\_\_\_ and official seal the day and year last above written.

My commission expires Mch. 6-1925. (Seal) John C. Hoyt, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Jan. A. D. 1923

at 4:20 o'clock P. M. Book 402, Page 303

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