

COMPARED

The New-Dispatch Print & Advt. Co., Shawnee, Okla.

219151 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robt. E. Adams and W. Frank Walker,

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, have mortgaged and hereby mortgage to C. E. Hart,

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

A part of Lots 17 and 18, in Block 1, in Weaver Addition to the city of Tulsa, Oklahoma, more particularly described as follows, to-wit: Beginning at the Southwest corner of said Lot 18, thence East 46.82 feet; thence North to a point in the North line of Lot 17, a distance 45.6 feet East of the Northwest corner of Lot 17; thence West 45.6 feet; thence South to place of beginning, according to the recorded plat thereof,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1600 and issued Receipt No. 7220 therefor in payment of mortgage tax on the within mortgage.

Dated this 15 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

One hundred fifty-two and 50/100

DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable semi- annually from maturity

according to the terms of 10 certain promissory note S described as follows, to-wit:

One note for the sum of \$17.50 due July 1, 1923,
One note for the sum of \$17.00 due Jan. 1, 1924,
One note for the sum of \$16.50 due July 1, 1924,
One note for the sum of \$16.00 due Jan. 1, 1925,
One note for the sum of \$15.50 due July 1, 1925,
One note for the sum of \$15.00 due Jan. 1, 1926,
One note for the sum of \$14.50 due July 1, 1926,
One note for the sum of \$14.00 due Jan. 1, 1927,
One note for the sum of \$13.50 due July 1, 1927,
One note for the sum of \$13.00 due Jan. 1, 1928.

All of said notes are dated an. 11, 1923, and bear interest at the rate of 10% per annum after maturity if not paid when due.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 parties 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 per cent hereof, DOLLARS which this mortgage also secures.

Parties 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 11th day of January, 1923.

Robt. E. Adams

SEAL

W. Frank Walker

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

Robt. E. Adams and W. Frank Walker,

and

to me known to be the identical persons 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 15 day of Jan., A. D., 1923.

at 4:20 o'clock P. M. Book 402, Page 308

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