

COMPARED

MORTGAGE RECORD NO. 402

327

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

219354 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lottie Frasher and her husband E. E. Frasher,

of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Robt. E. Adams,

of Tulsa County, State of Oklahoma, to-wit:

All of the East Fifty Feet of Lot Five (5) in Block Six (6) in Highlands Addition to the city of Tulsa, Oklahoma according to the recorded plat thereof,

This mortgage is subject to a first mortgage for the sum of \$3000. The mortgagee agrees that when the 36th note matures that in the event that the mortgagors still own said property, and have kept all payments made on the first and second mortgage, and have paid all taxes and assessments that the balance then due on this mortgage will be carried by the mortgagee or his assigns until fully paid out on the same monthly basis as provided for the first three years.

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

Twenty Five Hundred and No/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly

according to the terms of 36 certain promissory note described as follows, to-wit:

Thirty six written promissory notes, dated this date, 35 of said notes are for the sum of \$45. each, payable monthly on the 15th of each and every month, such sum includes the interest at 8% per annum computed and payable monthly on the deferred sum each month, balance applying on the principal debt secured hereby, and the 36th note is for the sum of \$1594.43

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 parties 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, will pay a reasonable attorney's fee of 10% of the amount due 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 19th day of August A.D. 1922.

Lottie Frasher

SEAL

E. E. Frasher

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 19th day of August, 1922, personally appeared

Lottie Frasher

and E. E. Frasher, her husband

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 March 4th, 1924. (Seal) Fay M. Ham, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Jan. A. D. 1923

at 2:30 o'clock P.M. Book 402, Page 327

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

TEASURER'S RECEIPT
I hereby certify that I received \$150.00 and issue Receipt No. 7265 therefor in payment of mortgage tax on the within mortgage.
Dated this 17 day of Jan. 1923
WAYNE L. DEERY, County Treasurer