

COMPARED

219731 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. J. Myers and Marion Kathryn Myersa _____ of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to G. F. Adamsof _____ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Eleven (11) and Twelve (12) in Block Three (3),
Orchard Addition to the city of Tulsa, Oklahoma,
according to the recorded plat thereof.

(This is a second mortgage given subject to an \$800.00 mortgage to United Savings & Loan Association of Tulsa, which first mortgage is payable \$20.00 monthly; and this second note is payable \$20.00 monthly including interest.)

TREASURER'S ENDORSEMENT
I hereby certify that I received \$1.80 and issued
Receipt No. 7366 in payment of mortgage
tax on the within instrument.

Dated this 23 day of Jan 1923
WAYNE L. DICKLEY, 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 _____

EIGHTEEN HUNDRED FIFTY

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from _____according to the terms of one certain promissory note _____ described as follows, to-wit:

Evidence by one certain note for \$1850.00 payable
\$20.00 monthly said \$20.00 to include interest to
date on each payment.

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, _____ will pay a reasonable attorney's fee of ten per cent and Ten 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 20th day of January, 1923.S. J. Myers

SEAL.

Marion Kathryn Myers

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 20th day of January, 1923, personally appeared _____

S. J. Myersand Marion Kathryn Myers, his wife

to me known to be the identical person, 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 February 24, 1923. (Seal) Font L. Allen Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Jan. A. D., 1923 at 10:50 o'clock A.M. Book 402, Page 346

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