

COMPARATIVE

221994 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. V. Biddison

a _____ of _____ Tulsa _____ County, Oklahoma, part V of the first part, ha. S. 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 the West Sixty (W60') feet of Lot Two (2) of Biddisons Subdivision of Lot Twelve (12) Block Twenty-eight (28) of Park Place Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

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 _____

Seven Hundred Fifty and No/100

DOLLARS

eight

with interest thereon at the rate of _____ per cent, per annum, payable at maturity _____ from _____ date _____

according to the terms of _____ one _____ certain promissory note _____ described as follows, to-wit: One note this date executed and delivered for the sum of \$750.00 maturing thirty days from date hereof with with interest thereon at the rate of 8% per annum payable upon maturity.

This mortgage is given to secure covenant of Warranty of first party to second party contained in deed of even date from the first party to the second party covering Lot One (1) of Biddisons Subdivision of Lot Twelve (12), Block Twenty-eight (28) of Park Place Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party V hereby covenant S, and agree S, 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 V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of \$50 and 10% of the amount recovered _____ DOLLARS, which this mortgage also secures.

Part V of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 24th day of January, 1923.

W. V. Biddison

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 24th day of January, 1923, personally appeared _____

W. V. Biddison

and _____ 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 _____ 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 16th day of Feb. A. D. 1923 at 11:00 o'clock A. M. Book 402, Page 500

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