

215447 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, Claude E. Adrean and Pearl G. Adrean, husband and wife, of Sand Springs, Tulsa County, Oklahoma, part ^{ies} of the first part, have mortgaged and hereby mortgage to Wesley Brown, of Independence, Kan. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Numbered Nine & Ten (9 & 10) in Block No. Five (5) of the Original Townsite of Sand Springs.
 Lots Numbered Seven and Eight (7 & 8) Block No. Fifty-five of the West side Add. to the city of Sand Springs.
 Lot Numbered Eleven (11), Blk. Numbered Eleven (11) of the original Townsite of Sand Springs, Okla.
 Lot Numbered Twenty (20) in Block No. Thirty-seven (37) of the Original Townsite of the city of Sand Springs, all in the County of Tulsa, State of Okla. as shown upon the official recorded plat and survey thereof.

NOTARY PUBLIC'S ENFORCEMENT

I hereby certify that I received \$240 and issued
 Mortgage No. 6670 therefor in payment of mortgage
 taken on the within mortgage.
 Dated this 4 day of Dec. 1922

WAYNE L. DICKLY, 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 \$6500.00

Six Thousand Five Hundred and No/100

DOLLARS

with interest thereon at the rate of 10% per cent, per annum, payable quarterly annuity from date

according to the terms of 33 certain promissory note described as follows, to-wit:

All notes of even date hereof, thirty-two of said notes being for the principal sum of \$200.00 each, and one note for the principal sum of One Hundred Dollars; note #1, being due March 1, 1923, or 90 days from date, and each succeeding note being due each succeeding ninety days thereafter, payable at Independence, Kansas, with interest thereon from date, at the rate of 10% per annum payable quarterly until all notes and interest thereon is fully paid, according to the tenor of said notes.
 It is an express condition of this mortgage agreed to by the second parties hereto, that the first parties shall have the privilege, at any interest paying date to pay any part of this mortgage, not exceeding \$1000.00.

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. And to keep all buildings insured for three-fourth of value.

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 part ^{ies} of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ^{ies} will pay a reasonable attorney's fee of Two Hundred and No/100 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 first day of December, 1922.

Claude E. Adrean SEAL

Pearl G. Adrean SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ^{ies}, a Notary Public in and for said County and State, on this 1st day of December, 1922, personally appeared

Claude E. Adrean, and Pearl G. Adrean, husband and wife

and to me known to be the identical person ^{ies} 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 Feb. 21, 1923. (Seal) Art Stanton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of Dec. A. D. 1922 at 3:30 o'clock P. M. Book 402, Page 62

By F. Delman Deputy. (Seal) O. D. Lawson, County Clerk.