

224889 C. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That The Bed Carthage Stone Company, a corporation
of Tulsa, County, Oklahoma, part V of the first part, has
mortgaged and hereby mortgaged to Robt. D. Adams and W. Frank Walker
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 North Ten (N.10') feet of Lot Twenty-two (22) and the South Twenty-eight (S.28') feet of Lot Twenty-one (21) in Block Two (2) of Weaver 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 Three Thousand One Hundred Forty-four and No/100 ----- DOLLARS,
with interest thereon at the rate of eight per cent. per annum, payable monthly ~~annually~~ from date ~~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 \$5,144.00 maturing four years from date with interest thereon at the rate of eight per cent per annum payable monthly on whole sum unpaid each month.

It is agreed that in case the party of the first part sells the property herein described before maturity of said note that the note shall then be paid at the rate of \$50 per month and interest at the rate of 8% per annum computed and payable monthly on whole sum unpaid each month.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party... 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 insure, and keep insured in favor of second party, buildings on said 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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 7 of the first part hereby agree S..., that in the event action is brought to foreclose this mortgage, it 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 09 hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of March, 1925.

Attest: Lillie E. Braucht

Asst. Secretary

(CORPORATE SEAL)

The Bedford Carriage Store Company, Inc.

By D. E. Braucht SEAL
President

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 17th
day of March, 1925, personally appeared D. E. Braucht

and _____ subscribed the name of the maker thereof to the foregoing instrument *as its president
to me known to be the identical person... who executed the within and foregoing instrument and acknowledged to me that he ~~is~~ ^{is} executed
the same as _____ and as the free and voluntary act and deed of such corporation
this _____ 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 August 21, 1924 (SEAL) Harold J. Philbrick Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of March A. D., 1923.
at 1:00 o'clock P. M. Book 439, Page 104.

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