

223688 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. Ross Layne and his wife Hazel K. Layne.

a of Tulsa County, Oklahoma, part 188 of the first part, ha Ye mortgaged and hereby mortgage to Robt. B. Adams of part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Five (5) in Block Sixteen (16) of Orcutt Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

8080 422  
tax on this within mortgage  
Dated this 7 day of March 1922

WAYNE L. DICKEY, County Treasurer  
a.g.

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

Forty-two hundred and no/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable as stated annually from date

according to the terms of 38 certain promissory note, S described as follows, to-wit: One note for the sum of \$250.00 due on or before March 15th, 1923, bearing eight percent interest payable semi-annually; one note for the sum of \$250.00 due on or before March 15th, 1924, bearing eight percent interest payable semi-annually; 36 notes, numbered 1 to 36, inclusive, notes Nos. 1 to 36 inclusive, each for the sum of \$69.00 and Note No. 36 for the sum of \$69.00. Note No. 1 matures April 15th, 1922 and each consecutive note matures on the 15th of each and every month thereafter until all of such notes are paid. All of such monthly payment notes bear interest at the rate of 8% per annum computed and payable monthly on the entire deferred amount, such payments applying first on the interest on the entire deferred amount and the balance applying on principal. In case the mortgagors still own the property and have made the payments promptly on both the first and second mortgages and have kept the property in good condition, the mortgagee agrees to extend the 36th note on this mortgage after increasing the first mortgage for the loan value thereof and applying any surplus on this mortgage, said note to be paid on the same monthly payment plan as for the first 36 months.

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 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, they will pay a reasonable attorney's fee of 10% of amount recovered, DOLLARS, which this mortgage is to secure.

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 17th day of March, 1922.

C. Ross Layne

SEAL

Hazel K. Layne

SEAL

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, 1922, personally appeared

C. Ross Layne

and his wife Hazel K. Layne

to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executed their the same as 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 Aug. 21, 1924. (Seal) C. J. Hart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of March, A. D., 1922

at 10:00 o'clock A. M. Book 439, Page 13

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