

223689 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Alfred Steitz and his wife Carmen Steitz

a \_\_\_\_\_ of Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, ha<sup>ve</sup>  
 mortgaged and hereby mortgage to Robt. E. Adams  
 of \_\_\_\_\_ part <sup>V</sup> of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The West Twenty-two (22) feet of Lot Twelve (12) and  
 the East Fourteen (14) feet of Lot Eleven (11) in  
 Block Two (2) of Highlands Second Addition to the  
 city of Tulsa, Oklahoma, according to the recorded  
 plat thereof,

I hereby certify that I received \$ <sup>1.80</sup> and interest  
 on <sup>8080</sup> the above is payment of mortgage  
 tax as the within mortgage.  
 Dated this <sup>7</sup> day of <sup>March</sup> 1922  
 WAYNE L. DICKEY, County Treasurer  
*W.L.D.*

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 dollars and no/100

DOLLARS,

with interest thereon at the rate of <sup>eight</sup> per cent, per annum, payable <sup>as stated</sup> <sup>annually</sup> from \_\_\_\_\_ date \_\_\_\_\_

according to the terms of <sup>41</sup> certain promissory note \_\_\_\_\_ described as follows, to-wit:

One series of five notes numbered 1 to 5, inclusive each for the sum of \$50.00, payable quarterly from date until all of such series is paid, bearing 8% interest per annum payable at maturity of each note. Also one series of notes numbered 1 to 35, inclusive, Notes Nos. 1 to 35, inclusive, each for the sum of \$50.00 and note No. 36 for the sum of \$1516.37, Note No. 1 matures June 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 last mentioned series of notes bear interest at the rate of 8% per annum computed and payable monthly, such monthly payment notes applying first on the interest on the entire deferred sum computed and payable monthly and the balance applying on principal.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> 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 <sup>V</sup> shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part <sup>ies</sup> of the first part hereby agree \_\_\_\_\_, that in the event action is brought to foreclose this mortgage, <sup>they</sup> will pay a reasonable attorney's fee of <sup>10%</sup> of amount recovered \_\_\_\_\_ DOLLARS, which this mortgage also secures.

Part <sup>ies</sup> 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 <sup>2nd</sup> day of <sup>May</sup>, 19 <sup>22</sup>.

Alfred Steitz

SEAL

Carmen Steitz

SEAL

STATE OF OKLAHOMA, County of <sup>Tulsa</sup>, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this <sup>2nd</sup> day of <sup>May</sup>, 19 <sup>22</sup>, personally appeared \_\_\_\_\_

Alfred Steitz

and \_\_\_\_\_ his wife Carmen Steitz

to me known to be the identical person <sup>s</sup> who executed the within and foregoing instrument and acknowledged to me that <sup>they</sup> executed the same as <sup>their</sup> 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 <sup>Aug. 21, 1924</sup> (Seal) Harold S. Philbrick, Notary Public.

I hereby certify that this instrument was filed for record in my office on <sup>7</sup> day of <sup>March</sup>, A. D., 19 <sup>22</sup> at <sup>10:00</sup> o'clock <sup>A.</sup> M. Book 453, Page <sup>14</sup>

By <sup>Brady Brown</sup> Deputy. <sup>O. G. Weaver</sup> County Clerk.