

225763 C.R.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. S. Karcher and his wife, Sarah E. Karchera _____ of Tulsa County, Oklahoma, part ies of the first part, havemortgaged and hereby mortgage to Robt. E. Adamsof _____ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The West Fifty (50) feet of Lot Two (2) and the East Twenty-five (25) feet of Lot Three (3) in Block One (1) of Maple Heights 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 _____

Forty-five hundred and no/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable at maturity from _____ dateaccording to the terms of One certain promissory note _____ described as follows, to-wit:

One note for the sum of \$4500.00 this date executed and delivered by the parties of the first part to the party of the second part, due on or before July 1st, 1923.

RECORDED IN BOOK 439 PAGE 158
 8468
 Filed this 27 day of March 1923
 WAYNE L. DICKEY, County Treasurer
 J.S.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said 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, and to insure, and keep insured in favor of second party, building 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 part Y 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 \$10.00 and 10% of face hereof, 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 23rd day of March, 19 23M. S. Karcher

SEAL

Sarah E. Karcher

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 23rd day of March, 19 23, personally appeared _____

M. S. Karcherand his wife, Sarah E. Karcher

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) G. E. Hart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of March, A. D., 19 23 at 10:50 o'clock A. M. Book 439, Page 158

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