

226319 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Francis H. Adam and Janet Brydon Adam his wife.

a \_\_\_\_\_ of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Julien Halff of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Number Seven (7) in Block Number Two (2) in East Lynn Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage subject to a first mortgage of \$2700.00

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

Thirteen Hundred (\$1300.00) No/100

DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable monthly annuity from date

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

\$1300.00

Tulsa, Oklahoma,  
March 31, 1923.

One note dated March 31, 1923, in the sum of \$1300.00 payable to the order of Julien Halff, at the rate of \$65.00 monthly with interest at the rate of 10% per annum, payable monthly and included in each monthly installment until paid in full. First installment due May 1st, 1923, and one each and every month thereafter until paid in full.

Signed. Francis H. Adam  
Janet Brydon Adam

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, and to insure, and keep insured in favor of second parties, 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 part V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties 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 principal sum DOLLARS, which this mortgage also secures.

Parties 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 31 day of March, 1923.

Francis H. Adam SEAL,

Janet Brydon Adam SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 21st

day of March, 1923, personally appeared

Francis H. Adam

and Janet Brydon Adam, his wife

to me known to be the identical persons 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 May 3, 1924. (Seal) J. R. Clark, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of April, A. D., 1923

at 1:00 o'clock P. M. Book 439, Page 211

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