

#226604 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jerry I Ledbetter and Eula Ledbetter, his wife,

a _____ of _____ Tulsa _____ County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to _____ Robt. E. Adams and W. Frank Walker, _____
of _____ _____ part _____ of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of the North Forty-six feet (46') of Lot Five (5) in Block Four (4) of Ohio Place Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

Receipt No. 8661 dated 8-1-76 and issued for payment of mortgage tax on the within property.

Dated this 4th day of May 1923

WAYNE L. DICKEY, County Treasurer

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 Twenty-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 48 certain promissory note 8 described as follows, to-wit:

48 notes, numbered 1 to 48, inclusive, Notes Nos. 1 to 12 inclusive, each for the sum of \$21.40 and Notes 13 to 47, inclusive, each for the sum of \$37.40, and Note No. 48 for the sum of \$1377.85. Note No. 1 matures March 2, 1922 and each consecutive note matures on the 2nd day of each and every month thereafter until all of said notes are paid, All of said notes bear interest at the rate of 8% per annum computed and payable monthly, said monthly payment notes applying first on the interest due on the entire deferred payments, and the balance of such payments applying on principal. This mortgage also secures one note for the sum of \$50.00 due Feb. 2, 1926, bearing 8% interest from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party ^{do} 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 party 123 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% of amount recovered DOLLARS, which this mortgage also secures.

Part 1.23 of the first part, for said consideration, do _____ hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 2nd day of February, 1922

Jerry I. Ledbetter.....SEAL.

Eula Ledbetter, _____ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this _____ 2nd day of February, 1922, personally appeared _____ Jerry I. Ledbetter and Eula Ledbetter, his wife.

X X L M O X X

to me known to be the identical person 9 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 Aug. 21, 1924. (SEAL) C.E.Hart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of April A. D., 1893.

at 2; o'clock P. M. Book 439, Page 233

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