

226715 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ruth Love and husband, A. J. Love

a of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walker of Tulsa County, State of Oklahoma, to-wit:

All of the South forty-five (45) feet of Lot Nine (9) in Block Six (6) of Broadmoor Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject and inferior to a first mortgage for the sum of \$4,000.00 in favor of Mortgage Bond Company of New York.

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 Three Hundred Twenty-five and No/100

DOLLARS.

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

according to the terms of 25 certain promissory note described as follows, to-wit:

Twenty-two notes this date executed and delivered each for the sum of \$60.00, the first note maturing on the 1st day of May, 1925 and one note on the 1st day of each and every month thereafter until all of said notes are paid; and one note for the sum of \$2,005.00 maturing March 1, 1925. Said notes bear interest at the rate of 8% per annum computed and payable monthly on whole sum unpaid each month. It is agreed by and between the parties hereto that any or all of this mortgage may be paid at any time by paying the interest to date of payment.

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 party, 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 parties 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 \$50. and 10% of amount recovered 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 2nd day of April, 1923.

Ruth Love SEAL.

A. J. Love SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 5th

day of April, 1923, personally appeared

Ruth Love

and A. J. Love

to me known to be the identical person 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) Harold S. Philbrick, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of April, A. D. 1923

at 11:10 o'clock A. M. Book 439, Page 243

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