

The New Dispatch Printing & Engraving Co., Shawnee, Okla.

227039 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harry R. Blake and Maxine Blake, his wife

a of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Rob't E. Adams & W. Frank Walker

of parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of the East Thirty-five (35) feet of Lots Seventeen (17) and Eighteen (18) and the West Ten (10) feet of Lot Sixteen (16) all in Block One (1) of Weaver Addition to the city of Tulsa, Oklahoma as per the official plat thereof recorded.

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WILLIAM L. BLANKY, County Treasurer

Deputy

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

Six Hundred Fifty & No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable as stated annually from date

according to the terms of 26 certain promissory notes described as follows, to-wit:

One certain series of 26 notes numbered from one to 26 inclusive, each note in the principal sum of \$25.00. The first of such series of notes matures on April 20, 1922 and one on the 20th 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 payable monthly, each note having added to its face the interest on the entire deferred sum due from month to month.

This mortgage is subject and inferior to a first mortgage in the sum of \$3200.00 in favor of Gump Brothers of Tulsa, Oklahoma.

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 One Hundred & No/100 DOLLARS, which this mortgage also secures.

Parties 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 20th day of March, 1923

Harry R. Blake SEAL

Maxine Blake SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 20th day of March, 1923, personally appeared

Harry R. Blake

Maxine Blake, his wife,

and

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 January 5, 1926. (Seal) R. W. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of April, A. D., 1923

at 1:30 o'clock P. M. Book 439, Page 268

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