

COMPARED

227040 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F. C. Ingham and Viola Ingham, his wife,

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

All of Lot Eight (8) in Block Seventeen (17) in  
 Orcutt 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

thirty-seven hundred ten and no/100

DOLLARS,

with interest thereon at the rate of <sup>eight</sup> per cent, per annum, payable as stated annually from date

according to the terms of 16 certain promissory note described as follows, to-wit:

One note for the sum of \$750.00 of even date due on or before June 2, 1923, bearing 8% interest payable at maturity. Fifteen notes of even date numbered 1 to 15, inclusive, notes Nos. 1 to 14, inclusive, each for the sum of \$200.00 on principal and note No. 15 for the sum of \$160.00 on principal. Note No. 1 matures October 2, 1923, and each consecutive note matures quarterly thereafter until all of such notes are paid. The principal sum of \$2960.00 represented by 15 notes above described bears interest at the rate of 8% per annum payable quarterly on entire deferred sum, said notes having added to their face the interest so computed.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 part 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 face hereof, 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 5th day of April, 1923.

Viola Ingham

SEAL.

F.C. Ingham

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

F. C. Ingham

and Viola Ingham, 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 Aug. 21, 1924. (Seal) Harold S. Philbrick, 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 269

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