

The News Dispatch Printing & Engraving Co., Shawnee, Okla.
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REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. J. Collins, a single man and H. W. Kehr and Ethel

a Kehr, his wife of Tulsa County, Oklahoma, part 108 of the first part, have

mortgaged and hereby mortgage to J. H. Adams

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

Lot Three (5) B. W. Adams Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to a prior mortgage of \$3,000.00 to the Tulsa Building Loan Company, which is of record.

I hereby certify that the above is a true and correct copy of the original as recorded in my office.
Receipt No. 8803 dated 17 day of April, 1923

WAINE L. DECKEY, 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

Nine Hundred and No/100

DOLLARS,

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

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

One note \$450.00 dated Jan. 30, 1923, due July 30, 1923.

One note \$450.00 dated Jan. 30, 1923, due Jan. 30, 1924.

#1. State of Illinois, County of Cook.)ss.

I, Arnold Gundersen, Notary Public in and for said County, in the state aforesaid, do hereby certify that M. J. Collins personally known to me to be the same person whose name is herein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of Apr. A.D. 1923.

(Seal)

Arnold Gundersen 3807 N. Vedzie Ave.

My commission expires Dec. 23, 1926.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 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 part 108 shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 108 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of Ninety and no/100 DOLLARS, which this mortgage also secures.

Part 108 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 24th day of March, 1923.

H. W. Kehr

SEAL

Ethel Kehr

M. J. Collins

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 12

day of April, 1923,

personally appeared

H. W. Kehr and wife Ethel Kehr

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that --- executed

the same as --- 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.

hand

My commission expires Mar. 17, 1926. (Seal)

T. A. Trusty,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of April, A. D., 1923

at 8:30 o'clock A. M. Book 432, Page 312

By Brady Brown

Deputy,

(Seal) O. G. Weaver,

County Clerk.