

228077 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. A. Aldrich and wife, Mae Aldrich

of Tulsa County, Oklahoma, part ies of the first part, ha ve

mortgaged and hereby mortgage to Robt. E. Adams

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

All of the South Forty (S.40') feet of Lots One (1) and Two (2) and the South Forty (S.40') feet of the West Sixteen (16) feet of Lot Three (3) in Block Six (6) of Highlands Second Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject and inferior to a first mortgage in the sum of \$2,500. in favor of the Southwestern Mortgage Company.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same, to the sum of 19 april 1923

This mortgage is given to secure the principal sum of

Two Thousand One Hundred and No/100

eight

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

according to the terms of 37 certain promissory note S described as follows, to-wit:

Thirty-six notes this date executed and delivered each for the sum of \$64.25 the first of which matures on the 15th day of May, 1923 and one on the 15th day of each and every month thereafter until all of said notes are paid; and one note for the sum of \$66.94, dated this date and maturing May 15, 1926. All of said notes bear interest at the rate of 8% per annum computed and payable monthly on whole sum unpaid each month, such interest being included in the face of each note.

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

Said part ies 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 the amount recovered DOLLARS which this mortgage also secures.

Part ies 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 11th day of April, 19 23.

M. A. Aldrich

SEAL

Mae Aldrich

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 11th day of April, 19 23, personally appeared

M. A. Aldrich and wife Mae Aldrich

and

to me known to be the identical person S 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.

Mar. 4, 1924. (Seal)

Harold J. Sullivan,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of April, A. D., 19 23

at 1:35 o'clock P. M. Book 439, Page 337

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