

228078 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John P. Dobbins and his wife, Bernice B. Dobbins,

a _____ of Tulsa County, Oklahoma, part^{ies} of the first part, ha^{ve}
 mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walker,
 of _____ part^{ies} of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of the South Twenty (20) feet of Lot Five (5) and the
 North Twenty (20) feet of Lot Six (6) in Block Seventeen (17)
 of 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-five Hundred and no 100

DOLLARS,

eight

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

according to the terms of 36 _____ certain promissory note _____ s _____ described as follows, to-wit:

36 notes numbered 1 to 36, inclusive, Notes Nos. 1 to 35, inclusive, each for the sum of \$60.00 and note No. 36 for the sum of \$2073.71. Note No. 1 matures May 15, 1923, and each consecutive note matures on the 15th of each and every month thereafter until all of such notes are paid. Said principal sum of \$3500.00 bears interest at the rate of 8% per annum computed and payable monthly, the monthly payment notes applying first on the interest so computed from month to month on the entire deferred amount and the balance of such notes applying on principal. This mortgage is subject and inferior to a first mortgage in the sum of \$3000.00 in favor of Ann M. Clarke. It is agreed that at the maturity of Note No. 36 the first mortgage shall be increased for the loan value thereof, such increase to be applied on said note, the balance then unpaid on said note to be carried on the same monthly payment basis as for the first 35 months.

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 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^{ies} 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 \$10.00 and ten per cent of face hereof, _____ DOLLARS, which this mortgage also secures.

Part^{ies} 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 12th day of April, 1923.

John P. Dobbins

SEAL.

Bernice B. Dobbins

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

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

day of April, 1923, personally appeared,

John P. Dobbins

and his wife Bernice B. Dobbins

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) C. E. Hart. Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of April, A. D., 1923

at 1:35 o'clock P. M. Book 433, Page 338

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