

228415 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. S. McCaslin and wife, Helen McCaslin
 a _____ of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Robt. E. Adams and 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 Forty (E.40') feet of Lot Sixteen (16) and
 the West (W.5') feet of Lot Fifteen (15) in Block One (1)
 of Weaver Addition to the city of Tulsa, Oklahoma according
 to the recorded plat thereof.

Received of _____ \$216 and _____
 Receipt No. 9643, in payment of mortgage
 tax on the within premises.

Dated this 23 day of April, 1923
 WAYNE L. DICKY, 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 _____

Three Thousand Six Hundred Eleven and No/100 DOLLARS,

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

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

One note this date executed and delivered for the sum of \$3,361.00 payable in monthly
 installments of \$50.00 per month commencing on the 1st day of June, 1923 and continuing
 until May 1, 1926 at which time any amount unpaid shall then become due and payable. Out
 of such \$50 monthly payments shall first be credited the interest on the whole sum unpaid
 each month at the rate of 8% per annum computed and payable monthly and the balance applied
 on principal, and one note dated this date for the sum of \$250.00 maturing in ninety days
 from date with interest at the rate of 8% per annum payable upon maturity.

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 \$10 and 10% of the amount recovered 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 city laws in Oklahoma.

Dated this 21st day of April, 1923

L. S. McCaslin SEAL

Helen McCaslin SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 21st
 day of April, 1923, personally appeared _____

L. S. McCaslin

and Helen McCaslin, his wife

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed
 their 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.

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 23 day of April, A. D., 1923

at 3:20 o'clock P. M. Book 439, Page 367

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