

#229417 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H.G. Schively and Marguerite B. Schively, his wife,a \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to Robt. E. Adams,of \_\_\_\_\_ part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Fourteen (14) in Block Fourteen (14)  
of the Re-Subdivision of Block Six (6) and Lots One  
(1), Two (2) and Three (3) of Block Four (4)  
in Terrace Drive Addition to the City of Tulsa,  
Oklahoma, according to the recorded plat thereof.

1.56  
Receipt No. 9286 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 4 day of May, 1923.  
WAYNE L. DICKER, County Treasurer  
W. J.  
County

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 Two Thousand six Hundred Forty-five and52/100 \_\_\_\_\_ DOLLARS,with interest thereon at the rate of eight per cent, per annum, payable monthly \_\_\_\_\_ from \_\_\_\_\_ date \_\_\_\_\_according to the terms of 37 certain promissory note \_\_\_\_\_ described as follows, to-wit:

Thirty-seven notes dated Sept. 7, 1921 each for the sum of \$30.00, the  
first note maturing on April 7, 1923 and one note on the 7th day of each  
and every month thereafter until all of said notes are paid and one note  
for the sum of \$118.36 maturing April 7, 1926. All of said notes bear  
interest at the rate of 8% per annum computed and payable monthly on whole  
sum unpaid each month, said interest being included in the face of each  
note.

This mortgage is subject and inferior to a first mortgage in the sum of  
\$2750.00.

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, building 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 party 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 \$50 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 stay laws in Oklahoma.

Dated this 26th day of April, 1923.H.G. Schively \_\_\_\_\_ SEALMarguerite B. Schively, \_\_\_\_\_ SEALSTATE OF OKLAHOMA, County of Tulsa, ss:Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 27thday of April, 1923, personally appeared H.G. Schively and Marguerite B.Schively,

xxx \_\_\_\_\_

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 3 day of May, A. D., 1923at 4:05 o'clock P. M. Book 439, Page 446By Brady Brown Deputy. O. G. Weaver, County Clerk.

(SEAL)