

#229428 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. C. Kitching and wife, Ruth Virginia Kitching
 a Tulsa, County, Oklahoma, part 103 of the first part, have
 mortgaged 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:

9276, 28
 3 May 1923
 A. J. D.

All of Lot Fifteen (15) in Block
 Seventeen (17) of the Re-Subdivision
 of Block Six (6) and Lots 1, 2 and 3
 in Block Four (4) of Terrace Drive
 Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

This mortgage is subject and inferior to a \$3,500 mortgage in favor of
 Gum Brothers Company.

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 Fourteen Hundred Sixteen and 07/100 - - -

DOLLARS,

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

according to the terms of 20 certain promissory note S described as follows, to-wit:

Nineteen Notes dated September 2, 1922 for the sum of \$75.00 each, numbered
 8 to 26 inc. the first note maturing on the 1st day of May, 1923, and one
 note on the 1st day of each and every month thereafter until all of said
 notes are paid and one note for the sum of \$93.42 dated September 2, 1922
 and maturing on the 1st day of December, 1924, 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 party 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 party shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part 103 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 103 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 30th day of April, 1923.

E. C. Kitching SEAL

Ruth Virginia Kitching SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 30th
 day of April, 1923, personally appeared E.C. Kitching and Ruth Virginia

Kitching,

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 Jan. 12, 1926 (SEAL) G.C. McGilvray Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of May A. D., 1923.

at 4:10 o'clock P. M. Book 439, Page 449.

By Brady Brown Deputy. C.G. Weaver, County Clerk.

(SEAL)