

COMPARED

230076 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That N. A. Collins and wife, Olive M. Collins and Jewel M. Collins, a single man of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Robt. E. Adams and H. S. Philbrick of ies part 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 Three (3) of Edgewood Place 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 \$4,000.00,

I hereby certify that I received \$2.10 and issued Receipt No. 9486 in payment of mortgage tax on the within mortgage.

Dated this 10 day of May, 1923.
WARNE L. LICKLY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

Deputy

This mortgage is given to secure the principal sum of

Three Thousand Five Hundred and No/100
eight

DOLLARS,

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

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

Thirty-five notes this date executed and delivered each for the sum of \$63.33, the first note maturing on the 1st day of July, 1923 and one note on the 1st day of each and every month thereafter until all of said notes are paid in full; and two notes each for the sum of \$981.29 maturing on June 1, 1926 and July 1, 1926. All of said notes bear interest at the rate of 8 1/2 per annum computed and payable monthly on whole sum unpaid each month, such interest being included in the face of each note. In case the parties of the first part still own the property when the two \$981.29 notes mature and have made all payments promptly on both the first and second mortgages it is agreed that the first mortgage shall either be renewed or a new mortgage placed thereon and the balance carried by the parties of the second part until fully paid out on the same monthly payment basis.

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 \$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 9th day of May, 1923

N. A. Collins
Jewel M. Collins
Olive M. Collins

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 9th day of May, 1923, personally appeared

N. A. Collins and wife Olive M. Collins and Jewel M. Collins, a single man

and

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 Mar. 4, 1924. (Seal) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of May A. D., 1923 at 11:00 o'clock A. M. Book 439, Page 499

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