

324335 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robt. E. Adams and Sara E. Adams, his wife, and J. C. Reddin and Lucile Reddin his wife of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to J. E. Roth of Fairfield, Iowa, of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty-four (24) in Block Two (2) of Weaver Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the County of Tulsa, Oklahoma, this 14th day of March, 1924.

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

Four thousand and no/100 (\$4000.00) DOLLARS, eight

with interest thereon at the rate of one per cent, per annum, payable semi- annually from date

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

One note of even date herewith for the sum of \$4000.00 executed and delivered this date by the mortgagors to the mortgagee, due three years from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby covenant and agreed 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 V 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 Four hundred and no/100 DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 10th day of March, 19 23

Robt. E. Adams
Sara E. Adams

J. C. Reddin
Lucile Reddin

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Harold S. Philbrick, a Notary Public in and for said County and State, on this 10th day of March, 19 23, personally appeared Robt. E. Adams and Sara E. Adams, his wife and J. C. Reddin and Lucile Reddin, his wife,

to me known to be the identical person s 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 13 day of March, A. D., 19 23 at 4:00 o'clock P. M. Book 439, Page 55

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