

600-24-13-56
COMPARED

MORTGAGE RECORD NO. 439

231218 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Joe Abdo and Bessie Abdo, his wife

a of The city of Tulsa, in Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Maudie E. Adamson

of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Forty-five (45) and Forty-six (46), Block Seven (7), in College View Addition to the City of Tulsa, Oklahoma, according to the recorded amended plat thereof; and all that part of the East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Fourteen (14), Twp. 21 N. and Range 12 E. described as follows: Beginning at a point 300 feet due North of the Southeast corner of the East Half of the Northeast Quarter of said Section Fourteen, thence running due East to the Western Boundary Line of the Right of Way of the Midland Valley Railroad; thence in a Northwesterly direction along the said Western Boundary Line of the said right of way to a point where the said boundary line of the said right of way crosses the Western Boundary line of the said East Half of the said Northeast Quarter of said section Fourteen; thence due South along said Western Boundary Line of said East Half of said Northeast Quarter of said Section Fourteen, to the place of beginning, containing - - #1.

STATE OF OKLAHOMA, COUNTY OF TULSA, ss. Before me, a notary public in and for said county and state, on the 18th day of May, 1923, personally appeared Joe Abdo and Bessie Abdo, his wife, to me known to be the identical persons who executed the within and foregoing instrument. The said Bessie Abdo, having executed the said instrument by her mark in my presence and in the presence of O.A. Morton and Louis W. Pratt, as witnesses, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. (See below)

This mortgage is given to secure the principal sum of Twelve Thousand (\$12000.00)

with interest thereon at the rate of 8% per cent, per annum, payable semi-annually from date until paid, according to the terms of one certain promissory note described as follows, to-wit:

Dated at Tulsa, Oklahoma; for the principal sum of \$12000.00; bearing interest at the rate of 8% per annum; interest payable semi-annually; said note provides for the payment of \$1000.00 on the principal, on each interest paying date; is made payable to Maudie E. Adamson, and signed by Joe Abdo, and Bessie Abdo, his wife, It is agreed that the mortgagors will carry \$14000.00 insurance on the said first described property for the benefit of the mortgagees. Said insurance to cover all improvements to be placed thereon, under contract dated May 18th, 1923.

Above mortgage matures three years from date. (Continued from above)

Witness my hand and Notarial Seal, the date last above written. My com. Expires Oct. 25, 1925. (Seal)

Harry E. Stege, Notary Public.

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.

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 as provided for in said notes 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 benefit of the homestead, exemption and dower laws in Oklahoma.

Dated this 18th day of May, 1923

The name of Bessie Abdo, was written by me, at her request and in her presence.

O. A. Morton Witness

Louis W. Pratt Witness

Joe Abdo

her

Bessie x Abdo

mark

STATE OF OKLAHOMA, County of ss:

Before me, a Notary Public in and for said County and State, on this 18th

day of May, 1923, personally appeared Joe Abdo and Bessie Abdo, his wife

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 Oct. 25, 1925. (Seal)

Harry E. Stege, Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of May, A. D., 1923

at 10:30 o'clock A. M. Book 439, Page 600

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