

#231657 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. O. Springer and Vernie Springer, his wife,  
 a Tulsa, County, Oklahoma, parties 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:

All of Lot Ten (10) in Peoria Acres Addition  
 to the City of Tulsa, Oklahoma, according to  
 the recorded plat thereof.

TREASURER OF OKLAHOMA  
 I hereby certify that I received \$16.00 and 1/2  
 Receipt No. 9760 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 26 day of May 1923  
 WAHNE L. HUBBY, Treasurer

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 Eight Hundred Forty-seven and 86/100  
 ----- DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable monthly from date  
 according to the terms of one certain promissory note described as follows, to-wit:

This mortgage is given as collateral security to secure a  
 note given to the mortgagee as collateral for a note signed by  
 B.M. Houser and wife Della C. Houser to J. O. Springer and wife  
 Vernie Springer. Said note has been endorsed to Robt. E. Adams,  
 amount due on same being \$847.86. In case such Houser note is  
 paid this mortgage shall null and void.

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 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 \$10.00 and 10% of face hereof ~~XXXXXX~~,  
 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 24th day of May, 1923.

J.O. Springer SEAL

Vernie Springer, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 24th  
 day of May, 1923, personally appeared J.O. Springer and Vernie Springer,  
his wife,

XXXX

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 Aug. 21, 1924 (SEAL) Harold S. Philbrick Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of May, A. D., 1923  
 at 10 o'clock A. M. Book 439, Page 622

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