

224760 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Zellah S. Naylor and Sim Naylor, her husband,

a _____ of Tulsa _____ County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Robert E. Adams and W. Frank Walker,
 of _____ part of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The North Thirty-Eight (38) Feet of Lot Nineteen (19) in
 Block Two (2), Weaver Addition to the city of Tulsa, Oklahoma,
 according to the recorded plat thereof;

I hereby certify that the above described premises are
 Receipt No. 8294 of the within mortgage
 Dated this 17 day of March, 1923
 WAYNE J. DICKEY, County Treasurer
 Deputy

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 _____

Three Thousand One Hundred (\$3100.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable as stated annually from _____ date

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

One certain series of 31 notes numbered from One to Thirty One inclusive, 30 notes in
 the principal sum of Sixty (\$60.00) Dollars and Note Thirty One (31) for the principal sum
 of Thirteen Hundred (\$1300.00) Dollars. The first of such series of notes matures on April
 10th, 1923 and one on the 10th day of each and every month thereafter until all of said
 notes are paid. Note Number Thirty One (31) due on October 10, 1925. All said notes bear
 interest at the rate of eight percent per annum payable monthly, each note having added
 to its face the interest on the entire deferred amount due from month to month. This mortgage
 is subject and inferior to a first mortgage in the sum of Three Thousand (\$3,000.00) Dollars
 in favor of E. M. Wilkin and Grace I. Wilkin.

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, building 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, _____ will pay a
 reasonable attorney's fee of Three Hundred and Ten (\$310.00) _____ 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 10th day of March, 1923

Zellah S. Naylor _____ SEAL

Sim Naylor _____ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 10th
 day of March, 1923, personally appeared _____

Zellah S. Naylor and Sim Naylor

and _____

to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that they executed
 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. 26, 1927. (Seal) Helen Carnahan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of March, A. D., 1923

at 11:00 o'clock A. M. Book 439, Page 97

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