

#233088 NB

Order Pay, Blanks

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C.H. Williams and Julia Williams, husband and wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to J.M. Adkison and A.E. Henry, of Tulsa, County, Oklahoma, parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Twenty-three (23) and Twenty-four (24) in Block Five (5) Frisco Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 200.00 and issued Receipt No. 10027 therefor in payment of mortgage tax on the within mortgage.

Dated this 13 day of June, 1923

WAYNE L. ECKLEY, County Treasurer

a. j. 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 Two hundred Fifty & No/100 DOLLARS, with interest thereon at the rate of 10 per cent, per annum, payable semi annually from date according to the terms of one certain promissory note described as follows, to-wit:

Dated June 4, 1923, due six months after date.

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 upon the premises to insure and keep insured from 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 the second party shall be entitled to the immediate possession of the premises and all the 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 Twenty-five 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 4th day of June, 1923

Mrs. Julia Williams, SEAL

C.H. Williams, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Louis L. Gillespie, a Notary Public in and for said County and State on this 11th day of June, 1923, personally appeared Mrs. Julia Williams, and C.H. Williams, wife & husband,

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 June 10, 1924. (SEAL) Louis L. Gillespie Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of June, A. D., 1923 at 2:30 o'clock P. M. Book 439, Page 105

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

(SEAL)