

Overbay Bros. Binders

#233393 MS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lillian M. Plummer and O.E. Plummer, her husband,
of Tulsa, County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Robt. E. Adams,
of Tulsa, County, Oklahoma, 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 Five (5) in Block Seven (7) of
Wakefield Addition to the City of Tulsa,
Oklahoma, according to the recorded plat
thereof.

This mortgage is subject and inferior to a
first mortgage in the sum of \$3,000.00 in
favor of the Home Building and Loan Association
of Tulsa, Okla.

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 Hundred and No/100 -----
DOLLARS,
with interest thereon at the rate of 10 per cent, per annum, payable ----- from ----- date -----
according to the terms of six ----- certain promissory notes ----- described as follows, to-wit:

Five notes this date executed and delivered each for the sum
of \$50.00 the first note maturing on the 15th day of July, 1923,
and one note on the 15th day of each and every month thereafter
until all of said notes are paid; and one note for the sum of
\$150.00 dated this date and maturing on December 15, 1923. All
of said notes bear interest at the rate of Ten per cent per annum
payable at maturity of each note.

TRANSFERRER'S RECEIPT

I hereby certify that I received \$ 400.00 and issued
Receipt No. 10078 therefor in payment of mortgage
on the within mortgage.

Dated this 15 day of June, 1923

WAYNE L. DUBOY, County Treasurer

W. J.
Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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. 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 mort-
gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
session of the premises and all the 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 \$50 and 10% of the amount recovered ----- 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 14th day of June, 1923.

Lillian M. Plummer

SEAL

O.E. Plummer,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 14th
day of June, 1923, personally appeared Lillian M. Plummer and O.E. Plummer,

and -----
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 15 day of June, A. D. 1923

at 4:15 o'clock P. M. Book 439, Page 127

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