

Over by Bro. Binder

233812 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Carroll A. Loeffler, a single man  
 a Tulsa of Tulsa County, Oklahoma, part V of the first part, ha  
 mortgaged and hereby mortgag/ to Robt. E. Adams and L. W. Grant  
 of part 128 of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot "A" of Norvell Park Addition (formerly Horsely  
 Hill) 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 \$4,000. in favor of the Home Building and  
 Loan Association of Tulsa, Oklahoma.

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 Nine Hundred Sixty and No/100  
eight DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable monthly annually from date  
 according to the terms of 16 certain promissory note S described as follows, to-wit:

Sixteen notes dated June 16, 1920 each for the sum of \$60.00, the  
 first note maturing on the 16th day of June, 1925 and one note  
 on the 16th day of each and every month thereafter until all of  
 said notes are paid, said notes bearing interest at the rate of 8%  
 per annum computed and payable monthly on whole sum unpaid each  
 month.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby  
 covenant S and agree S 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 V of the first part hereby agree S that in the event action is brought to foreclose this mortgage, he will pay a  
 reasonable attorney's fee of \$10 and 10% of the amount recovered DOLLARS  
 which this mortgage also secures.

Part V of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of June, 19 23

Carroll A. Loeffler

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, a Notary Public in and for said County and State on this 18th  
 day of June, 19 23 personally appeared

Carroll and Loeffler, a single man

and he  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed  
 the same as his 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 August 21, 1924. (Seal)

Harold S. Philbrick,

Notary Public

I hereby certify that this instrument was filed for record in my office on 21 day of June, A. D., 19 23  
 at 2:00 o'clock P. M. Book 439, Page 159

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk