

Overbay Bros., Binders

234026 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harriet B. Welch, a single person  
 of Tulsa County, Oklahoma, part Y of the first part, ha S  
 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 the South Fifty (S.50') feet of Lot Four (4) in  
 Block Three (3) of Locus Grove Addition to the city of  
 Tulsa, Oklahoma, according to the recorded plat thereof.

Subject to a first mortgage of \$2500.00 to a second  
 in favor of D. B. Catterlin and a third in favor of Dora  
 J. Stoffer.

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 Two and 17/100 DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable semi-annually from date  
 according to the terms of two certain promissory note S described as follows, to-wit:

One note executed April 11, 1923 and delivered for the sum of  
 \$237.37 in favor of Robt. E. Adams maturing six months from  
 date with interest thereon at the rate of 8% per annum payable  
 semiannually, and one note executed April 11th, 1923 and  
 delivered for the sum of \$164.80 in favor of J. C. Reddin  
 maturing one year from date with interest thereon at the  
 rate of 8% per annum computed and payable semiannually.

This mortgage is subject and inferior to a first mortgage in  
 the sum of \$2,500.00 and

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 Y of the first part hereby agree S that in the event action is brought to foreclose this mortgage, she will pay a  
 reasonable attorney's fee of \$50 and 10% of the amount recovered DOLLARS  
 which this mortgage also secures.

Part Y 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 25th day of April, 1923

Harriet B. Welch

SEAL

SEAL

California

STATE OF OKLAHOMA, County of Kern, ss:

Before me, Notary Public, a Notary Public in and for said County and State on this 25th  
 day of April, 1923 personally appeared

Harriet B. Welch

and she  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed  
 the same as her 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. N. P. Cromack, Notary Public  
 My commission expires Jan. 6, 1925. (Seal)

I hereby certify that this instrument was filed for record in my office on 23 day of June, A. D., 1923  
 at 10:50 o'clock A. M. Book 439, Page 169  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk