

Overhay Bros. Binders

234327 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Louis N. Foresman and his wife,  
 of Tulsa County, Oklahoma, part 1st of the first part, ha<sup>ve</sup>  
 mortgaged and hereby mortgage to Robt. E. Adams  
 of Tulsa County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of the West one-half of Lot Ten (10) in Block Eleven  
 (11) of Highlands First Addition to the city of Tulsa,  
 Oklahoma, according to the recorded plat thereof,

Received of 10213 96 and PAID  
 tax on the within instrument of 10213

Dated this 22 day of June, 1923  
 WAYNE L. DICKEY, County Treasurer

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 Sixteen hundred twenty and 99/100 DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable monthly annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note for the sum of \$1620.99 dated June 25, 1923, signed by the mortgagors and payable to the mortgagee, the makers agreeing to pay the sum of \$20.00 monthly on such note, such payment to apply first on the monthly interest due on the entire deferred amount and the balance to apply on principal. Said monthly payments shall commencing July 15th, 1923. All of the balance of said note shall mature at the end of three years, but in case the mortgagors still own the property at that time and have made all payments promptly on both the first and second mortgages and are unable to pay the balance of the note at that time, then the first mortgage shall be increased for the loan value thereof and the amount of the increase shall be applied on the second mortgage and any deficiency shall be carried by the mortgagee until same is paid out at the rate of \$20.00 per month.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> 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 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 part <sup>ies</sup> shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part <sup>ies</sup> 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 \$50.00 and ten percent of face hereof, <sup>ies</sup> which this mortgage also secures.

Part <sup>ies</sup> of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 25th day of June, 1923

Louis N. Foresman

SEAL

Hildred Foresman

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

Louis N. Foresman

and his wife,  
 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 Aug. 21, 1924. (Seal) C. E. Hart, Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of June, A. D., 1923  
 at 10:00 o'clock A. M. Book 439, Page 190  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk