

COMPARED

Overlay Bros. Binders

234555 C.M.J.

SECOND

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. C. Adkison and Mary Adkison his wife,  
 of Tulsa County, Oklahoma, part 188 of the first part, have  
 mortgaged and hereby mortgage to Frank B. Pitts  
 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:

Lots Numbered Forty three (43) and Forty-four (44) in Block Two  
 (2) in Frisco Addition to the city of Tulsa, Oklahoma, according  
 to the recorded plat thereof.

This mortgage is and shall be a second mortgage and subject to  
 a first mortgage to be placed of record.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 322 and issued  
 Receipt No. 10380 for the payment of mortgage  
 tax on the within mortgage.

Dated this 30 day of June, 1923

WAYNE L. DICKLEY, County Treasurer

P.S. B.

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  
Eight Hundred (\$800.00) No/100 DOLLARS,  
 with interest thereon at the rate of Eight per cent, per annum, payable monthly annuallly from date  
 according to the terms of Two certain promissory note S described as follows, to-wit:

\$800.00

Tulsa, Oklahoma,  
 June 28th, 1923.

One note dated June 28th 1923, in the sum of \$300.00 due July 13, 1923, with  
 interest at the rate of 8% payable monthly, executed by W. C. Adkison and Mary  
 Adkison to Frank B. Pitts,  
 One note dated June 28, 1923, in the sum of \$500.00 payable at the rate of  
 \$25.00 per month, interest at the rate of 8% payable monthly until paid in full,  
 executed by W. C. Adkison and Mary Adkison to Frank B. Pitts, First note due  
 August 28th, 1923, & one each and every month thereafter until paid in full.

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 part Y 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 \$15.00 and 10% of principal sum DOLLARS  
 which this mortgage also secures.

Part ies 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 28th day of June, 19 23

W. C. Adkison

SEAL

Mary Adkison

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June, 19 23, a Notary Public in and for said County and State on this 28th  
 day of June, 19 23 personally appeared

W. C. Adkison

and Mary Adkison his wife

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 January 31, 1927. (Seal) Max Halff, Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of June, A. D., 19 23  
 at 11:50 o'clock A. M. Book 439, Page 212  
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk