

Overbay Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Noah C. Adams and his wife Katherine J. Adams J. L. Mallett
and his wife Eula Mallett of Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Nattie F. Castle and H. H. Panton
parties of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The Southerly One-half of Lot Four (4) in Block Eleven (11)
in the City of Tulsa, Oklahoma, according to the Government plat
and survey thereof,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1,50 and issued
Receipt No. 10560 therefor in payment of mortgage
tax on the within mortgage.

Dated this 10 day of July 1923
W. W. Strickland County Treasurer
W. W. Strickland

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 Twenty-five hundred and no/100 DOLLARS,
with interest thereon at the rate of Eight cent, per annum, payable semi annually from July
according to the terms of three certain promissory notes described as follows, to-wit:

One note dated July 9, due in one year from date Eight hundred and
thirty three dollars and thirty three cents. And one note due in
two years from date for Eight hundred and thirty three dollars and thirty
three cents. And one note due in three years from date for Eight Hundred
and thirty three dollars and thirty four cents.

The above are payable at the Exchange National Bank of Tulsa, Oklahoma

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 parties shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
reasonable attorney's fee of Two hundred and fifty and no/100 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 9th day of July, 1923

J. L. Mallett
Eula Mallett

Noah C. Adams SEAL
Katherine J. Adams SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 9th
day of July, 1923, personally appeared Noah C. Adams and his wife Katherine J. Adams

and J. L. Mallett and his wife Eula Mallett
to me known to be the identical persons 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 April 19, 1927 (SEAL) T. S. Cox Notary Public

I hereby certify that this instrument was filed for record in my office on 10th day of July A. D., 1923
at 3:40 o'clock P. M. Book 136 Page 276
By Brady Brown Deputy (SEAL) O. G. Weaver County Clerk