

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 Nettie F. Castle of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Southerly Ninety (90) feet of Lot Three (3), in Block Eleven (11) in the City of Tulsa, Oklahoma, according to the Government plat and survey thereof.

TREASURER'S RECEIPT  
I hereby certify that I received \$210  
Receipt No. 10,560 in payment of mortgage  
tax for the within mortgage.  
Dated this 10th day of July, 1923  
W. W. Stuckey, County Treasurer  
D. J. 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 Thirty-five hundred and no/100 DOLLARS, with interest thereon at the rate of Eight per cent, per annum, payable Semi annually from date according to the terms of Three certain promissory note described as follows, to-wit:

One note dated July 9, due one year from date for eleven hundred sixty six dollars and sixty six cents (\$1166.66). And one note due in two years from date for the same amount. And one note for eleven hundred and sixty six dollars and sixty eight cents, due three years from date.

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 party 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 party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said party 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 Three 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.

Noah C. Adams  
Katherine J. Adams  
J. L. Mallett  
Eula Mallett

SEAL

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 236 Page 277

By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk