

Overbay Bros., Binders

#235566 NS COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Otho B. Morris and Wynemah H. Morris, his wife,
 a Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Robt. E. Adams,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Ten (10) in Block Three (3) of Broadmoor
 Addition to the City of Tulsa, Oklahoma, according
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1,120 and issued
 Receipt No. 10579 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 12 day of July, 1923
W. W. Slusky, County Treasurer

R. A. 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 Two Thousand Three Hundred Fifty and no/100
eight DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable annually from date
 according to the terms of 47 certain promissory note 8 described as follows, to-wit:

Forty-seven notes dated July 23, 1921 being numbered
 from 23 to 69, inc. each for the sum of \$50.00, the
 first note maturing June 23, 1923 and one note on the
 23d day of each and every month thereafter until all of
 said notes are paid. Said notes are signed by Otho B.
 Morris and wife, Wynemah H. Morris in favor of V. L.
 Rogers and bear interest at the rate of 8% per annum
 payable annually.

This mortgage is subject and inferior to a first mortgage
 in the sum of \$3,500.00.

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 party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st 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 \$10.00 and 10% of the amount recovered DOLLARS
 which this mortgage also secures.

Part 1st 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 11th day of July, 1923.

Otho B. Morris SEAL

Wynemah H. Morris SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July, 1923, a Notary Public in and for said County and State on this 12th
 day of July, 1923, personally appeared Otho B. Morris and Wynemah H. Morris,
his wife,

MEXX
 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 Aug. 21, 1924. (SEAL) Harold S. Philbrick, Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of July, A. D., 1923
 at 2:30 o'clock P. M. Book 439, Page 256

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