

Overlay, Bro. Binders

#236970 NS

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank S. Barclay and his wife, Luella May Barclay
 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 Seven (7) in Block Four (4) of
 Edgewood Place Addition to the City of Tulsa,
 Oklahoma, according to the recorded plat thereof.

TREASURER'S ENFORCEMENT

I hereby certify that I received \$1.44 and issued
 Receipt No. 10892 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 31 day of July, 1923
W. W. Stucky, County Treasurer

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 Twenty-four Hundred and no/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable as stated from date
 according to the terms of 40 certain promissory note ----- described as follows, to-wit:

Forty notes, numbered 1 to 40, inclusive, each for the sum of
 \$60.00 on principal. Note No. 1 matures March 1st, 1923, and each
 consecutive note matures on the first of each and every month there-
 after until all of such notes are paid. Said principal sum of \$2400.00
 bears interest at the rate of 8% per annum computed and payable monthly,
 each note having added to its face the interest computed on the entire
 deferred amount from month to month. All of said notes bear interest
 at the rate of 10% per annum after maturity if not paid when due.

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.

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 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, they will pay a
 reasonable attorney's fee of Ten Dollars and ten percent hereof ~~XXXXXX~~
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive ~~XXXXXXXXXXXXXXXXXXXX~~ all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 3rd day of January, 1923.

Luella May Barclay

SEAL

Frank S. Barclay

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 3rd
 day of January, 1923, personally appeared Frank S. Barclay

and his wife, Luella May Barclay
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they
 the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires Feb. 27, 1923 (SEAL) Margaret M. Minshall Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of July, A. D., 1923

at 11 o'clock P. M. Book 439, Page 385

By Brady Brown Deputy. O. G. Weaver County Clerk

(SEAL)