

237197 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Delight B. Shaffer and Geo. W. Shaffer, her husband of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walker parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Three (3) in Block Seven(7) of Maple Park Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$172 and issued Receipt No. 11723 therefor in payment of mortgage tax on the within mortgage.

Dated this 2 day of Aug 1923
W W Stuckey County Treasurer
P. 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 Five Hundred eighty-two and 52/100 DOLLARS, with interest thereon at the rate of eight per cent, per annum, payable monthly annuity from date according to the terms of 12 certain promissory notes 8 described as follows, to-wit:

11 notes each for the sum of \$45.00 on principal and one note for the sum of \$37.52. Said notes are numbered 1 to 12 inclusive, note No. 1 maturing Sept. 1, 1923, and each consecutive note matures on the 1st of each and every month thereafter until all of such notes are paid. Said notes are dated Aug. 1, 1923, signed by the mortgagors and payable to the mortgagees.

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 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 parties shall be entitled to the immediate possession 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 \$10.00 and 10% of face hereof 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 1st day of August, 1923

Delight B. Shaffer SEAL
Geo. W. Shaffer SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August, 1923, a Notary Public in and for said County and State on this 1st day of August, 1923, personally appeared

Delight B. Shaffer and Geo. W. Shaffer, her husband and Robt. E. Adams and W. Frank Walker 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. C. E. Hart, Notary Public
My commission expires Aug. 21, 1924. (Seal)

I hereby certify that this instrument was filed for record in my office on 2 day of August, A. D., 1923 at 3:10 o'clock P.M. Book 439, Page 405
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk