

COMPARED

Overbay Bros. Binders

237456 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. H. Crocker and Esther C. Crocker, his wife  
 of Tulsa, Oklahoma County, Oklahoma, part 1st of the first part, ha-  
 mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walker  
 of Tulsa, Oklahoma County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Nine (9) in Block Five (5) Ridgewood Addition  
 to the city of Tulsa Oklahoma, according to the recorded  
 plat thereof, and all improvements thereon.

## TREASURER'S ENFORCEMENT

I hereby certify that I received \$2634.00 and issued  
 Receipt No. 6988 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 7 day of Aug, 1923  
W. W. Stackey, County Treasurer  
R. J. 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-six hundred and Thirty-four (2634.00) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable annually from 1923  
 according to the terms of 36 certain promissory note 8 described as follows, to-wit:

all dated October 1st, 1920 in favor of D. F. Hardy; said notes being  
 serially numbered 40 to 75 both inclusive each in the principal sum  
 of \$75.00; First note becoming due and payable February 1st, 1924 and  
 one note becoming due and payable on the first day of each month thereafter;  
 also one note in the principal sum of \$34.00 being designated as note No.  
 76.

This mortgage is a second mortgage and is junior and inferior only to  
 one certain first mortgage in the principal sum of \$4000.00.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 part 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 One Hundred Fifty 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 2nd day of August, 1923.

J. H. Crocker

SEAL

Esther C. Crocker

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public, a Notary Public in and for said County and State on this 2nd  
 day of August, 1923, personally appeared

J. H. Crocker  
 and Esther C. Crocker, his wife  
 to me known to be the identical person 8 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. 6, 1924, (Seal) R. J. Du Vall, Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of August, A. D., 1923  
 at 9:00 o'clock A. M. Book 439, Page 414  
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk