

Overbay Bros. Binders

237501 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. T. Midkiff and Lena Midkiff  
of Tulsa County, Oklahoma, part 1st the first part, ha Y  
mortgaged and hereby mortgage to Rpb. E. Adams and W. Frank Walker  
of Tulsa County, Oklahoma, part 1st the first part, ha Y  
parties of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

All of the West One-half (W.1/2) of Lot Eight (8) in  
Block Seven (7) in Highland Addition to the city of  
Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject and inferior to a first mortgage  
in the sum of \$3,000.00

TREASURER'S IMPOUNDMENT

I hereby certify that I received \$ 6.60 and issued  
Receipt No. 10994 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 7 day of Aug 192 3  
W W Stucky, County Treasurer.

W W

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 and No/100 DOLLARS,  
eight  
with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date  
according to the terms of QUG certain promissory note described as follows, to-wit:

One note this date executed and delivered for the sum of  
\$500. maturing in one year with interest at the rate of  
8% per annum payable semiannually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 instalment, 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 2d 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. 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 6th day of August, 19 23

J. T. Midkiff

SEAL

Lena Midkiff

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Harold S. Philbrick, a Notary Public in and for said County and State on this 6th  
day of August, 19 23, personally appeared

J. T. Midkiff

and wife, Lena Midkiff

to me known to be the identical person s 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 August 21, 1924. (Seal)

Harold S. Philbrick

Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of August, A. D., 19 23

at 1:15 o'clock P.M. Book 439, Page 417

By Erdy Brown, Deputy. (Seal) O. G. Weaver,

County Clerk