

Overbay Bros., Binders

232726 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Alex Karchmer and wife, Anna Karchmer  
 a \_\_\_\_\_ of Tulsa County, Oklahoma, part 28 of the first part, has  
 mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walker  
 of \_\_\_\_\_ part 188 of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of the North Forty (N.40') feet of Lot Four  
 (4) in Block Seventeen (17) of Ocutt 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 \$2750.00.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 178 and issued  
 Receipt No. 9943 therefor in payment of mortgage  
 on the within mortgage.

June 1923  
W. L. D. DICKY County Treasurer  
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 \_\_\_\_\_

Thirty-two Hundred Thirty-six and 75/100 DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable as hereinafter stated date \_\_\_\_\_  
 according to the terms of three certain promissory notes described as follows, to-wit:

One note for the sum of \$2736.75 dated this date payable at the rate  
 of \$50 per month commencing July 1, 1923 and a like amount on the 1st  
 day of each and every month thereafter until thirty-five such payments  
 shall have been made, the entire unpaid sum to mature thirty-six months  
 from date but in case the parties of the first part still own the property  
 at said time and have made all payments promptly on both the first mortgage  
 and second mortgage and have kept all other legal charges against the property  
 paid then the first loan shall either be renewed or a new loan placed thereon  
 for the loan value thereof and the balance shall be carried at the samemonthly  
 payment until paid out, said note bearing interest at the rate of 8% per annum  
 computed and payable monthly on whole sum unpaid each month.

One note this date executed and delivered for the sum of \$200.00 maturing  
 one year from date and one note for the sum of \$300.00 maturing two years  
 from date, interest on said notes being payable semi annually from date at  
 the rate of 8% per annum.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 part ies all be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part ies 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 \$50. and 10% of the amount recovered DOLLARS  
 which this mortgage also secures.

Part ies 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 31st day of May, 1923

Alex Karchmer

SEAL

Anna Karchmer

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, John, a Notary Public in and for said County and State on this 6th  
 day of June, 1923, personally appeared \_\_\_\_\_

Alex Karchmer  
 and Anna Karchmer, his wife  
 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 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 8 day of June, A. D., 1923  
 at 9:00 o'clock A. M. Book 439, Page 83

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