

COMPARED

232727 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John Javine, a single person  
 a Tulsa County, Oklahoma, part 1st of the first part, has  
 mortgaged and hereby mortgage to Robt. E. Adams  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Thirty-one (31) and Thirty-two (32) in  
 Block Eight (8) of College View Addition to the  
 city of Tulsa, Oklahoma, according to the Amended  
 plat of said addition thereof recorded.

This mortgage is given as part of the purchase price  
 of the property herein described.

TREASURER'S RECEIPT  
 I hereby certify that I received \$ 1.56 and issued  
 Receipt No. 9944 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 8 day of 6 1923  
WAYNE L. DICKEY, County Treasurer  
W. L. D.  
 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-five Hundred and No/100 DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable Monthly annually from date  
 according to the terms of 36 certain promissory note S described as follows, to-wit:

Thirty-five notes this date executed and delivered each for  
 the sum of \$50. the first note maturing on the 15th day  
 of October, 1922 and one note on the 15th day of each succeeding  
 month thereafter until all of said notes are paid, and one note  
 this date, executed and delivered for the sum of \$750. maturing  
 September 15, 1925. All of said notes bear interest at the  
 rate of 8% per annum, computed and payable monthly on whole sum  
 unpaid each month.

This mortgage is subject and inferior to first mortgage in the  
 sum of \$2,000.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 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 \$50. 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 9th day of September, 1922

John Javine

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Y, a Notary Public in and for said County and State on this 9th  
 day of September, 22, personally appeared

John Javine, a single person

and he  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed  
 the same as his 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 84

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