

240323 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. Wallace Adams and Samantha Adams, his wife
 of Tulsa County, Oklahoma, part 1st of the first part, ha ve
 mortgaged and hereby mortgage to J. M. Gillette
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot fifteen (15) in Block five (5) of Maywood Addition
 to the city of Tulsa, County of Tulsa, State of Oklahoma,
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 145.56 and issued
 Receipt No. 11558 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 18 day of Sept, 1923
W. W. Stuckey County Treasurer
W. W. Stuckey

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 Fourteen Hundred and No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from September 1, 1923
 according to the terms of one certain promissory note, described as follows, to-wit:

One certain promissory note in the amount of \$1400.00 with interest at the rate of
 8% per annum, payable monthly on the balance of unpaid principle, until paid, in
 addition to \$50.00 monthly on the principle.
 This mortgage is subject and inferior to a first mortgage now on the above premises,
 in the amount of balance of Twenty eight hundred fifty dollars, the same held by Chas.
 A. Steele, Tulsa, Oklahoma. Said mortgage is recorded in office of County Clerk of
 Tulsa County, Oklahoma, Book 351 Page 70.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby
 covenant S and agree S 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 on the premises. and to insure and keep insured the value of
second party building 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 second part V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part V of the first part hereby agree S that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of One hundred forty (\$140.00) DOLLARS,
 which this mortgage also secures.

Part V of the first part, for said consideration, do es 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 September, 1923

W. Wallace Adams SEAL
Samantha Adams SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 1st
 day of September, 1923, personally appeared W. Wallace Adams, and Samantha Adams, his wife,

and ---
 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 June 19, 1926. (Seal) J. O. Osborn Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of Sept., A. D., 1923
 at 3:00 o'clock P. M. and recorded in Book 465, Page 17.
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.