

REAL ESTATE SECOND MORTGAGE.

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 10 day of

Mar. 1924 at 10:30 o'clock A.M.

and duly recorded in Book 472 on page 397

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By Deputy

THIS INDENTURE, Made this 6th day of March A. D. 1924, between

J. E. Driver and Beatrice Driver, his wife,

of Tulsa County, in the State of Oklahoma, part 1st of the first part

and E. B. Adams

of Tulsa County, Oklahoma, part 2nd of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Eleven Hundred Fifty and No/100 (\$1,150.00)

Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part his heirs

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma to-wit:

Lot Ten (10) of the E. N. Adams Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S RECEIPT

I hereby certify that the above instrument was filed for record on the 10 day of March 1924 at 10:30 o'clock A.M. and duly recorded in Book 472 on page 397

10 March 1924

S. B.

Deputy

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note, of even date herewith.

One for \$1,150.00 due \$25.00 monthly beginning March 21st, 1924, and a like sum on the 21st day of each month thereafter until all the note has been paid.

made to E. N. Adams

or order, payable at Exchange Trust Co.

with eight (8) per cent interest per annum, payable semi-annually and signed by

J. E. Driver and Beatrice Driver

Said first part hereby covenant that they are the

simple of said premises and that they are free and clear of all incumbrances, except a first mortgage of \$3,500.00

That they have

good right and authority to convey and encumber the same and

will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agree to insure the buildings on said

premises in the sum of \$ for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part agree

to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part further expressly agree that in case of foreclosure of this mortgage and as often as any proceeding shall be taken to foreclose same

as herein provided, the mortgagor will pay to the said mortgagee \$10.00 and 10% of the total amount.

as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same

shall be a further charge and lien upon said premises described in this mortgage and the amount thereon shall be recovered in said foreclosure suit and included in any

judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the manner as the principal debt hereby secured.

Now if said first part shall pay or cause to be paid to said second part his heirs or assigns said

sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note, and

shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void otherwise shall remain in full

force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against

said premises, or any part thereof, are not paid before delinquent then the mortgagee may effect such insurance or pay such taxes and assessments and shall

be allowed interest thereon at the rate of ten (10) per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said

sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before

delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to

collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part waive notice of election to declare the whole debt as above and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part of the first part ha. hereunto set their hand the day and year first above written.

J. E. Driver

Beatrice Driver

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That of County, Oklahoma, the within

named mortgagee in consideration of the sum of DOLLARS

to in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto

h heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured, and the

covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee ha. hereunto set hand this day of

1924

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Fred W. Steiner, a Notary Public in and for said County and State

on this 6th day of March 1924, personally appeared within and foregoing

J. E. Driver and Beatrice Driver, his wife, to me known to be the identical persons who executed the above 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 official hand and seal the day and year above set forth.

My commission expires March 20, 1927. (Seal)

Fred W. Steiner,

Notary Public