

## TREASURER'S ENDORSEMENT

Phetely certify that I received \$ 481 and issued  
 Receipt No. 12540 thereon in payment of mortgage  
 tax on the within mortgage.

Dated this 21 day of Nov, 1923  
 W. W. Stackey, County Treasurer

245040 - BH

COMPARED

## REAL ESTATE MORTGAGE.

This indenture, made this 21st day of November, A.D. 1923, by and between R. B. Adams and Sara E. Adams, his wife, and W. Frank Walker, and Olga V. Walker, his wife, of Tulsa County, State of Oklahoma, of the first part, and Daniel W. White and Peter Cope White, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of three thousand and no/100 dollars, to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: All of the east fifty (50) feet of lot two (2) in Block four (4) of Weaver addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, and also of the east fifty (50) feet of lot twenty four (24) in block two (2) of Edgewood place addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, with the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of three thousand and no/100 dollars, according to the terms of two certain promissory notes, this day executed and delivered by the said parties of the first part to the said parties of the second part, described as follows, to-wit: One note for the sum of \$1500.00 dated Nov. 21, 1923, payable at the Security National Bank of Tulsa, Oklahoma, three years from date, payable to the order of Daniel W. White, bearing interest at the rate of 8% per annum payable semi-annually, and one note for the sum of \$1500.00 dated Nov. 21, 1923, payable at the Security National Bank of Tulsa, Oklahoma, three years from date, payable to the order of Peter Cope White, bearing interest at the rate of 8% per annum payable semi-annually.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property, when they become due, and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$3000.00 and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not, and shall pay all interest, as soon as he becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof and the amounts so paid shall be a lien on the premises aforesaid, and be secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then the said notes and all sums by this mortgage secured shall immediately become due and payable without notice, and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby secured, in no event being less than Fifty Dollars, the sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the conditions herein to the immediate possession of said premises and to the rents and profits thereof, and the said mortgagors hereby covenant and agree to give the peaceable possession thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute proceedings