

on this 3rd day of November, 1923, personally appeared Wm. M. Vanwy, the same as W. M. Vanwy, to me known to be the identical persons 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 hand and official seal the day and year above written.

My commission expires January 29, 1927

(SEAL) C. A. Hereford, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 5, 1923 at 2:00 o'clock P. M. in Book 480, page 170

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

243868 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 14 and issued Receipt No. 12302 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of Nov, 1923

W. W. Starkey, County Treasurer

Deputy

REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, Made this 27th day of September A. D. 1923, by and between Adda L. Bathe and Chas. W. Bathe, her husband of Tulsa County, State of Oklahoma, of the first part, and Robt. E. Adams, of the second part,

WITNESSETH; That the said parties of the first part, in consideration of the sum of Six Hundred Ninety 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 party of the second part his heirs and assigns, forever, all the following described real estate, situated in the County of ----- State of Oklahoma, to-wit:

All of Lot Nine (9) in Block Nine (9) in Broadmoor 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 party 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 except first mortgage in favor of the Home Building and Loan Association of Tulsa, Oklahoma, in the sum of \$6,000 and special assessments hereafter to mature.

This grant is intended as a mortgage to secure the payment of the sum of Six Hundred Ninety and No/100 DOLLARS, according to the terms of one certain promissory note, this day executed and delivered by the said part--- of the first part to the said party of the second part, described as follows, to-wit:

One note for the sum of \$690.00 maturing on or before September 1, 1924, with interest thereon at the rate of 8% per annum payable semi-annually from November 1, 1923.

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 \$6,500 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 it 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 note 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