

TREASURER'S ENDORSEMENT

I hereby certify that I received \$174 and issued
 Receipt No. 13439 for payment of mortgage
 on the above described property.

Dated the 23 day of Jan., 1924
 W. W. Suckey, County Treasurer

249594 - BH

REAL ESTATE MORTGAGE.

This indenture, made this 21st day of January, A.D. 1924, by and between R. C. Roberts and Alice Roberts, his wife, 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 twenty nine hundred fifty and no/00 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 Tulsa, State of Oklahoma, to-wit:

All of lot eight (8) in block one (1) of Weaver
 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, except a first mortgage in the sum of \$4000.00 in favor of the southwestern mortgage company.

This grant is intended as a mortgage to secure the payment of the sum of twenty nine hundred fifty and no/100 dollars, according to the terms of 36 certain promissory notes, this day executed and delivered by the said parties of the first part to the said party of the second part, described as follows, to-wit: 36 notes, numbered 1 to 36 inclusive, notes Nos. 1 to 35, inclusive, each for the sum of \$60.00 on principal and note No. 36 for the sum of \$850.00 on principal. Note No. 1 matures March 1, 1924, and each consecutive note mature on the 1st of each and every month thereafter until all of said notes are paid. All of said notes have added to the face the interest computed and payable monthly on the amount remaining unpaid from month to month at the rate of 8% per annum.

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 \$5000.00 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 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 remain 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 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 possible possession thereof as aforesaid, and in case the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the