

TREASURY ENDORSEMENT
I hereby certify that I received \$210 and issued
Receipt No. 12466 for payment of mortgage

249738 - BH

COMPARED

REAL ESTATE MORTGAGE.

Executed 25 Jan. 1924
W. W. Walker, County Treasurer

This indenture, made this 24th day of January, A.D. 1924, by and between ~~Monroe~~ Wallace Ijams and Kate Ijams, his wife, of Tulsa County, State of Oklahoma, of the first part, and Rob't E. Adams and W. Frank Walker, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of thirty six hundred & 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: The west fortyb(40) feet of lot six (6) 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 were the lawful owner 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 principal sum of \$3000.00 in favor of F. M. Wilkin of Kansas City, Mo.

This grant is intended as a mortgage to secure the payment of the sum of thirty six & no/100 dollars, according to the terms of 36 certain promissory notes, this day executed by the said parties of the first part to the said parties of the second part, described as follows, to-wit: One certain series of 36 notes numbered from 1 to 36 inclusive, and dated February 1, 1924. Notes number 1 to 35 inclusive are each for the sum of \$55.00 and note number 36 for the sum of \$2405.48. The first of said series of notes becomes due and payable March 1, 1924, and one on the first day of each month thereafter until all of said notes have been paid. Out of such monthly payments shall first be credited the interest on the entire deferred sum due from month to month, at the rate of 8% per annum, and the balance of such payments shall be credited upon the principal. The mortgagors agree that in case default is made in the payment of any interest on first mortgage or any principal of said first mortgage, or in case suit is brought to foreclose first mortgage, that all sums secured hereby, may, at the option of the holder of said second mortgage, become due and payable, and as such they have the right to foreclose the same whether due or not due.

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 \$4200.00 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 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