

My commission expires May 22, 1925.

Filed for record in Tulsa County, Okla. on Feb. 18, 1924, at 2:25 P.M. recorded in book 481, page 638. Brady Brown, Deputy:

(SEAL) O.G. Weaver, County Clerk.

251404 - BH

REAL ESTATE MORTGAGE.

COMPARED

This indenture, made this 15th day of February, A.D. 1924, by and between R. L. Juergens, of Tulsa County, State of Oklahoma, of the first part, and Robt. E. Adams and Fred W. Steiner, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of one thousand and twenty two and 79/100 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 the said part_ of the second part, 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 twenty eight (28) feet of lot six (6) and the west eleven feet (W. 11') of lot seven (7) in block six (6) of Highlands second addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof, with all 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 first mortgage in the sum of \$2500.00

This grant is intended as a mortgage to secure the payment of the sum of one thousand twenty two and 79/100 dollars, according to the terms of one certain promissory note 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 \$1,022.79 with interest from date to the amounts of the principal remaining unpaid, at the rate of eight per cent per annum until paid. Principal and interest payable in installments as follows. Forty eight and 33/100 dollars on the 15th day of March, 1924, and forty eight and 33/100 dollars on the 15th day of each and every month thereafter until said principal sum and interest shall have been fully paid. Each payment shall be credited first, on the interest when due, and the remainder on the principal sum, and interest shall thereupon cease upon the amount so paid on the principal sum. This mortgage is given as a part of the purchase price of the above described property.

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 \$3,000 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 fees