

250002 M H COMPARED REAL ESTATE MORTGAGE

Dated 24 January 1924
W. J. [Signature] County Treasurer

THIS INDENTURE, Made this 14th day of January A. D. 1924, by and between Annie Marie Payton and husband, C. J. Payton 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 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 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 Two (2) in Block Four (4) 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 except first mortgage in the sum of \$4500 in favor of the Home Building and Loan Association of Tulsa, Oklahoma, and special assessments hereafter to mature.

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 four 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:

Three notes for the sum of \$500 each, said notes maturing as follows: No. 1- February 1 1925. No. 2- Feb. 1, 1926, No 3- Feb 1, 1927, Said notes bear interest at the rate of eight per cent per annum payable semiannually from February 1, 1924. One note for the sum of \$1500.00 payable in monthly installments of \$36.00 per month commencing on the 1st day of March, 1924 and a like sum on the 1st day of each and every month thereafter until 47 monthly payments shall have been made. Out of such sum shall first be credited the monthly interest at the rate of 8 % per annum on the whole deferred sum due, and the balance of such payments shall be credited upon principal, said note to bear interest from the 1st day of February, 1924. Any and all sums remaining unpaid at the expiration of forty-eight months from February 1, 1924 shall then become due and payable.

Said part 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 \$-- 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 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