

immediate possession of said premises and to the rents and profits thereof, and, the said mortgagor hereby covenant and agree to give the peaceable 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 court to preserve the same and collect the rentals and profits therefrom without regard to the question of value. All moneys paid on taxes assessments and insurance as above provided shall draw interest at ten per cent per annum from the date of payment thereof by the mortgagee until paid. In case of the foreclosure of this mortgage and the sale of the property mortgaged under such foreclosure, the same may be sold with or without appraisement, at the option of the holder hereof. All homestead exemptions and stay laws are hereby expressly waived. The foregoing conditions being performed this conveyance to be void otherwise in full force and effect.

IN WITNESS WHEREOF. The said parties of the first part have hereunto set their hands the day and year first above written.

C. J. Payton

Annie Marie Payton

STATE OF OKLAHOMA, TULSA COUNTY? SS

Before Me, a Notary Public in and for said County and State, on this 28th day of January 1924 personally appeared Annie Marie Payton and husband, C. J. Payton to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth

My Commission expires August 21, 1924 (Seal) Harold S. Philbrick, Notary Public  
Filed for record in Tulsa, Tulsa County, Oklahoma on Jan. 29, 1924 at 1.10 P M oclock  
in Book 485 page 1

Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk

# 250003 M H

REAL ESTATE MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$16 and issued Receipt No. 3523 therefor in payment of mortgage tax on the within mortgage.

Dated the 29 day of Jan. 1924

W. W. Buckley, County Treasurer

Deputy

THIS INDENTURE, Made this 25 day of January A. D. 1924

by and between R. F. Schofield and wife Emma A. Schofield 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 Seven Hundred Sixty 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:

The west One Hundred Feet (100) of the South half (S $\frac{1}{2}$ ) of Lot One (1) in Block One (1) of Barton Addition to the City of Tulsa Okla 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 for \$2000.

This grant is intended as a mortgage to secure the payment of the sum of Seven Hundred Sixty & No/100 Dollars according to the terms of 19 certain promissory notes heretofore executed and delivered by the said parties of the first part to the said parties of the second