

COMPARED

FROM

STATE OF OKLAHOMA,

County, } ss.

on the 8 day of Feb, 1913, at 3:25 o'clock P.M. and duly recorded in Vol. 10 of 10 at page 10By Seal H. B. Mackley Deputy. Register of Deeds.

Fees, \$

This Indenture, Made this 1 day of Feb in the year of our Lord One Thousand Nine Hundred and ten by and between Martha C. Smith and her husband J. W. Smith of the County of Tulsa and State of Oklahoma, parties of the first part and Bank of Commerce, Tulsa Okla part of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Seven Hundred Dollars, to them in hand paid, by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said parties of the second part, and to their heirs and assigns, forever, all of the following described tract, piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

All that part of lot two (2) in block one hundred ninety nine (199) in the original town of O. D. Okla. commencing at a point 20.3 feet south east on line of South Detroit Ave. from the northwesterly corner of block 199 thence 43 feet south easterly with the east line of said south Detroit Ave. to a stake, thence at right angles north easterly to the east line of said block 199. Thence north on East line of said block 45 feet more or less. Thence south westerly to the place of beginning. The main body of the tract of land described to be 40 feet wide at all points excepting where line is not run at right angle at east end of this tract.

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said Bank of Commerce, Tulsa, Okla. the second part. them

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:
FIRST: Said Martha C. Smith & J. W. Smith her husband are justly indebted unto the said parties of the second part in the principal sum of Seven Hundred Dollars, in gold coin of the United States of the present standard of weight and fineness, being for a loan thereof made by the said parties of the second part, to the said parties of the first part and payable according to the tenor and effect of 10 certain negotiable promissory note, numbered 10 executed and delivered by the said parties of the first part bearing date Feb 1 1913 payable to the order of said Bank of Commerce Bank of Commerce years after date, at Tulsa, Okla. with interest thereon from date until maturity, at the rate of 10 per cent per annum, payable semi-annually on the 1st day of Jan and July in each year, and 10 per cent per annum after maturity, the installments of interest being further evidenced by 10 coupons attached to said principal note and of even date therewith and payable to the order of said Bank of Commerce

SECOND: Said parties of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of Seven Hundred Dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the parties of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 12 per cent per annum and the first part assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said parties of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and to not commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of the said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said parties of the first part agree that if the maker of said note shall fail to pay the principal or interest of said note, or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said parties of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than Twenty-five Dollars shall be added, which this mortgage also secures. And that the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.
IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their name and affixed seal on the day and year first above mentioned.

Executed and delivered in the presence of

Martha C. Smith
J. W. Smith

STATE OF OKLAHOMA, } ss.

Before me, J. P. Boyd Jr in and for said County and State,

on this 8 day of Feb 1913 personally appeared Martha C. Smith and J. W. Smith 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 Nov 2 1913 1913.

Seal

J. P. Boyd Jr