

216855 C.M.J. COMPARED REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. B. Smith (a single man)  
 of Tulsa, Tulsa County, Oklahoma, part V of the first part, ha S  
 mortgaged and hereby mortgage to George E. Kennett  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Seven (7) and Eight (8) in Block Five  
 (5), Parkdale Addition to the city of Tulsa, Tulsa  
 County, Oklahoma, according to the recorded Plat  
 thereof.

This Mortgage is given as a first Mortgage and there  
 is no incumbrance against said property.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 24.00 and issued  
 Receipt No. 6876 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 19 day of Dec, 1922

WAYNE L. DICKEY, County Treasurer

R.W.  
 DOLLARS Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

Twelve Hundred and Fifty (\$1250.00)

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date

according to the terms of 1 certain promissory note described as follows, to-wit:

One note for Twelve Hundred and Fifty Dollars, dated  
 December 13th-1922, signed by W. B. Smith, payable to  
 G. E. Kennett. Due and payable December 13th, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby  
 covenant and agree S to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair  
 and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage  
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal  
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part V shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, - - - will pay a  
 reasonable attorney's fee of \$10.00 and 10 per cent of the full amount unpaid DOLLARS,  
 which this mortgage also secures.

Part V of the first part, for said consideration, do es hereby expressly waive appraisal of said real estate and all benefit of the  
 homestead, exemption and stay laws in Oklahoma.

Dated this 13th day of December, 1922

W. B. Smith

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 13th  
 day of December, 1922, personally appeared

W. B. Smith (a single man)

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed  
 the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires May 3-1924 (Seal) D. A. Estey Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Dec, A. D., 1922  
 at 11:45 o'clock A. M. Book 402, Page 156

By F. Delman Deputy (Seal) O. D. Lawson County Clerk.