

216973 C.M.J. COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F. C. Smith

of Tulsa County, Oklahoma, part V of the first part, ha. S
 mortgaged and hereby mortgage to Oklahoma Abstract Company

of Tulsa part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The East Forty (40) feet of Lot 5 Block Forty-seven (47)
 and the East Twenty-five (25) feet of Lot One (1) Block
 Forty Seven (47) all in the City of Tulsa, Tulsa County,
 Oklahoma.

ENDORSEMENT

I hereby certify that I received \$12.00 and issued
 Receipt No. 6440 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 20 day of Dec 1922
 WAYNE E. DICKEY, County Treasurer

[Signature]
 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

Thirty-two and No/100

DOLLARS

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

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

Dated December 16th, 1922, for Thirty-two Dollars (\$32.00)
 due March 16th, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby covenant S 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, S will pay a reasonable attorney's fee of Fifty & No/100 DOLLARS, which this mortgage also secures.

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

Dated this 16th day of December, 1922.

F. C. Smith

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 16th day of December, 1922, personally appeared

F. C. Smith

and he 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 12, 1923. (Seal) Grace Rebbins, Notary Public.

I hereby certify that this instrument was filed for record in my office on 20 day of Dec. A. D., 1922 at 10:00 o'clock A. M. Book 402, Page 158

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