

THE NEW ORLEANS TITLE & ABSTRACT CO., SHREVEPORT, LOUISIANA

217765 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That K. E. Helm and Louise W. Helm, husband and wifea _____ of Tulsa County, Oklahoma, part _____ of the first part, ha^{ve}mortgaged and hereby mortgage to Sophonria E. Schmidt as Guardian of Karl Desman Schmidtof _____ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

all of the East Fifty feet of Lot numbered Twenty-four (24) of Central Place Subdivision of the Southwest Quarter of the Southeast Quarter of Section Six, Township Nineteen North, Range Thirteen, according to the Recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 125 and issued Receipt No. 7015 therefor in payment of mortgage tax on the within mortgage.

Dated this 29 day of Dec, 1922

WAYNE L. DICKEY, County Treasurer

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 _____

Two-Thousand

DOLLARS

with interest thereon at the rate of _____ per cent, per annum, payable semi- annually from December 23rd, 1922according to the terms of one certain promissory note _____ described as follows, to-wit:

Executed by first parties unto second party December 23rd, 1922, with interest at 8% per annum from date, payable semiannually, and due December 23rd, 1925. First parties agree to maintain fire and tornado insurance on building on said above described land in an amount not less than \$2000.00 with mortgage clause in favor of second party who will hold such policy. The rents, profits and income from above described realty are hereby pledged unto second party to secure payment of said note and interest and likewise the payment of any tax or assessments against said realty when same are due and upon any default of interest, taxes or assessment second party is immediately entitled to said rents profits and incomes.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant _____ and agree _____ 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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree _____, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Two-Hundred DOLLARS, which this mortgage also secures.

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

Dated this 23rd day of December, 1922K. E. Helm

SEAL

Louise W. Helm

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, _____, a Notary Public in and for said County and State, on this 23rdday of December, 1922, personally appeared _____K. E. Helm and Louise W. Helm, husband and wife

and _____

to me known to be the identical person^s 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.

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

My commission expires May 7, 1923. (Seal) Harry White, Notary Public.I hereby certify that this instrument was filed for record in my office on 29 day of Dec, A. D., 1922at 1:30 o'clock P. M. Book 402, Page 204By F. Delman, Deputy, (Seal) O. D. Lawson, County Clerk.