

COMPARED

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218296 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Uriah H. Smith and Mayme M. Smith, his wife,
 a _____ of Tulsa County, Oklahoma, part ies of the first part, ha- ve
 mortgaged and hereby mortgage to Charles E. Middlecoff
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) in Ozarka Place Addition to the city
 of Tulsa, Oklahoma, according to the official
 recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10.00 and issued
 Receipt No. 7269 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 5 day of Jan 1923

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 _____

Seventy-seven and 05/100 (\$77.05)

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable _____ monthly from _____ date

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

One note of even date herewith in the sum of \$77.05 with interest at the rate
 of ten per cent. from date until paid, due March 1, 1923, in favor of Charles
 E. Middlecoff.

This mortgage is subject to a mortgage in the sum of \$800.00 in favor of the
 Home Building and Loan Association.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 part V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies of the first part hereby agree _____ that in the event action is brought to foreclose this mortgage, _____ will pay a
 reasonable attorney's fee of \$10.00 and ten per cent of the amount remaining unpaid 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 2nd day of January, 1923.

Uriah H. Smith

SEAL

Mayme M. Smith

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 2nd
 day of January, 1923, personally appeared _____

Uriah H. Smith and Mayme M. Smith, his 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 Jan. 4, 1926 (Seal) Zaida Hogan Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Jan, A. D., 1923
 at 2:35 o'clock P. M. Book 402, Page 232

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