

The News-Dispatch Print & Audit Co., Shawnee, Okla.

218539 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. E. Smith and his wife, Annette Smith

a _____ of _____ Tulsa _____ County, Oklahoma, part ^{ies} of the first part, ha^{ve}
 mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walker,

of _____ part ^{ies} of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty-three (23) in Block Two (2) of
 Weaver Addition to the city of Tulsa, Oklahoma,
 according to the recorded plat thereof,

RECORDED'S ENDORSEMENT
 I hereby certify that I received \$198 and issued
 Receipt No. 2116 therefor in payment of mortgage
 tax on the within mortgage
 Dated this 9 day of Jan. 1923
 WAYNE L. DICKEY, County Treasurer
 a.j. 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-three hundred twenty-two and no/100

DOLLARS

with interest thereon at the rate of ^{eight} per cent, per annum, payable _____ as stated _____ from _____ date _____

according to the terms of ³⁶ certain promissory note ^S described as follows, to-wit:

36 notes, numbered 1 to 36, inclusive, notes Nos. 1 to 12, inclusive, each for the sum of \$35.00 and notes Nos. 13 to 35, inclusive, each for the sum of \$45.00, and Note No. 36 for the sum of \$2586.63. Note No. 1 matures on Feb. 1st, 1923, and each consecutive note matures on the 1st of each and every month thereafter until all of said notes are paid. Said principal sum of \$3322.00 bearing interest at the rate of 8% per annum computed and payable monthly on entire deferred amount due, each monthly payment note applying first on the interest so computed on the deferred amount each month and the balance of said monthly payments applying on principal. In case the mortgagors still own the property above described at the maturity of Note No. 36 and have made all payments promptly on both first and second mortgages, then the first mortgage shall be increased for loan value of property, such increase applied on this mortgage, and the balance of said Note No. 36 shall be carried by the mortgage until paid out at the rate of \$50.00 per month, including interest.

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^{ies} 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, _____ they _____ will pay a reasonable attorney's fee of \$10.00 and ten percent of this mortgage _____ DOLLARS, which this mortgage also secures.

Part^{ies} of the first part, for said consideration, do _____ hereby expressly waive appraisement of said _____ and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 6th day of January, 1923.

C. E. Smith

SEAL

Annette Smith

SEAL

STATE OF OKLAHOMA, County of _____ Tulsa _____, ss:

Before me, _____, a Notary Public in and for said County and State, on this 6th day of January, 1923, personally appeared _____

C. E. Smith

and _____ his wife Annette Smith

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 Aug. 21, 1924. (Seal) C. E. Hart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Jan. A. D. 1923 at 4:40 o'clock P. M. Book 402, Page 246

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