

## MORTGAGE RECORD NO. 402

COMPARED

218769 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mrs. Catharine Monroy, a single woman,  
 of Tulsa County, Oklahoma, part V of the first part, ha S  
 mortgaged and hereby mortgage S to Sophonis E. Schmidt as Guardian of Karl Desman Schmidt  
 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 Numbered Five (5) and Six (6) in block  
 Numbered Ten (10) in Park Dale Addition to the City  
 of Tulsa as per the recorded Amended Plat thereof.

(The above described realty was never occupied by  
 grantor as her homestead)

I hereby certify that I received \$12.05 and issued  
 Receipt No. 7151 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 11 day of Jan 1923

WAYNE L. DICKY, County Treasurer

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

Deputy

This mortgage is given to secure the principal sum of

Five-Hundred and No/100

DOLLARS

eight

with interest thereon at the rate of per cent, per annum, payable semi annually from January 10th, 1923

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

dated January 10th, 1923 for \$250.00 each, one falling due January 10th  
 1924, and one falling due January 10th 1925. First party agrees to maintain  
 during term of loan fire and tornado combined insurance policy in an amount  
 not less than \$500.00 with mortgage clause attached in favor of second party  
 who will hold such policy. First party hereby pledges and assigns the  
 rents profits and income from said realty as collateral security for said  
 notes and in event of any default of payment on said notes, or in default  
 of payment of taxes or any assessment on said realty when same are due the  
 said second party will at once become entitled to the said rents, income  
 and profits.

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, she will pay a  
 reasonable attorney's fee of Fifty 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 10th day of January, 19 23.

Mrs. Catharine Monroy

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----, a Notary Public in and for said County and State, on this Tenth  
 day of January, 19 23, personally appeared

Mrs. Catharine Monroy, a single woman

and -----  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed  
 the same as has 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 July 3-1923. (Seal) J. Joe Perry, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of January A. D. 19 23  
 at 1:30 o'clock P. M. Book 402, Page 262

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