

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. B. Smith (a single man)  
of Tulsa, Tulsa County, Oklahoma, part y of the first part, ha...  
mortgaged and hereby mortgage to George E. Kennett

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

All of Lots Seven (7) and Eight (8),  
in Block Five (5), Parkdale Addition to the  
City of Tulsa, Tulsa County, Oklahoma,  
according to the recorded plat thereof.

This Mortgage is given subject to a first Mortgage of Twelve Hundred and Fifty Dollars.

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 Eighteen Hundred Fifty Nine and 16/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable after maturity annually from

according to the terms of 46 certain promissory note s described as follows, to-wit:

Forty five notes for \$40.00 each and one note for \$59.18, payable at the rate of  
\$40.00 per month. First note due and payable January 13th 1923 and one due and payable  
on the 13th day of each month thereafter until the full amount is paid, with interest  
at the rate of 8 per cent after maturity until paid.

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

Said part y 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 \$10.00 and 10 per cent of the full amount unpaid DOLLARS,  
which this mortgage also secures.

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

Dated this 1st day of December, 1922.

W. B. Smith SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, s, a Notary Public in and for said County and State, on this 2nd  
day of December, 1922, personally appeared W. B. Smith (a single man)

and s  
to me known to be the identical person s 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-3-1924 (Seal) D. A. Estey Notary Public.

I hereby certify that this instrument was filed for record in my office on 25 day of Jan, A. D. 1923  
at 11 o'clock A. M. Book 402, Page 388

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