

220216 D.L.E.

THE NEW DISNEY PRINT & ADVERT CO., SHAWNEE, OKLA.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank M. Tilton and Eda Tilton, husband and wife,
 a _____ of Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to Loretta E. Smith

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

The south one half (1/2) of the east one
 half (1/2) of lot two (2) block one (1)
 of Smith's subdivision of section five
 (5), township nineteen (19), north,
 range twelve (12), east, I.M.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 1106.54 and issued
 Receipt No. 2465 in payment of mortgage
 tax to the will of the _____
 Date this 27 day of Jan, 1923
Wayne L. Beckey, County Treasurer
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 one note for Eleven hundred six and
54/100 DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable _____ annually from _____ date until paid _____

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

For eleven hundred six dollars and fifty four cents (\$1106.54) dated
 Tulsa Oklahoma Jan. 15th, 1923. due two (2) years after date, payable to
 Loretta E. Smith or order at Tulsa Okla. To bear eight (8) per cent annum,
 payable annually from date until paid, and if not paid when due to pay
 amount necessary for collection including ten per cent attorney's fees.,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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, _____ will pay a
 reasonable attorney's fee of ten per cent of amount of said note DOLLARS,
 which this mortgage also secures.

Parties 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 15th day of January, 1923

Frank M. Tilton SEAL

Eda Tilton SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 20th
 day of January, 1923, personally appeared Frank M. Tilton and Eda Tilton

X and _____
 to me known to be the identical persons, 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 hand and official seal the day and year last above written.

My commission expires Aug. 14, 1923 (Seal) Alma Dort Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Jan, A. D., 1923
at 20 o'clock P. M. Book 402, Page 378

By Brady Brown Deputy, O. C. Weaver County Clerk.