

## MORTGAGE RECORD NO. 402

## COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. Maxwell Smith and Noi B. Smith, his wife and E. A. Guise, a single man of Tulsa County, Oklahoma, part of the first part, have mortgaged and hereby mortgage to Hora I. Surpas of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The southerly one half of Lot one (1) in Block one hundred and thirty two (132) in the City of Tulsa, Oklahoma, according to the official plat thereof, and thus more particularly described by metes and bounds as follows: Beginning at the southeast corner of lot One (1), in block 132, running thence in a northwesterly direction along the westerly side of Denver Avenue fifty (50) feet to a stake; thence in a southwesterly direction at right angles to Denver Avenue one hundred and forty feet (140) to the alley, thence in a southeasterly direction along the alley line fifty (50) feet to the southwest corner of said Lot One (1); thence in a northeasterly direction along the southerly line of said Lot One (1), one hundred and forty (140) feet to the place of beginning.

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 SEVENTEEN THOUSAND AND NO/100

DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable annually from April 1st, 1923

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

Notes number one, two, three and four for the sum of Fifteen Hundred Dollars each, falling due on or before one, two, three and four years from the date herewith respectively and note number five for the principal sum of Eleven Thousand dollars, falling due on or before five years from the date herewith. All bearing interest at the rate of eight per cent per annum from April 1st, 1923 until paid.

I hereby certify that the sum of \$17,000.00 and issued for the purpose of paying the mortgage tax as the value of the property mortgaged and issued this 1st day of July 1923  
WAYNE L. DICKEY, County Treasurer  
v c

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Debtors 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, they will pay a reasonable attorney's fee of Ten Dollars and Five per cent 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 20th day of January, 1923.

S. Maxwell Smith SEAL  
Noi B. Smith  
E. A. Guise SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 29th day of January, 1923, personally appeared S. Maxwell Smith and Noi B. Smith, his wife and E. A. Guise, a single man

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 signature and official seal the day and year last above written.

My commission expires March 25- 1925 (SEAL) Harry E. Wheeler Notary Public.

I hereby certify that this instrument was filed for record in my office on 1st day of Feb. A. D., 1923.

at 3.30 o'clock P. M. Book 402, Page 418

By Brady Brown (SEAL) Deputy, C. G. Weaver County Clerk.