

222528 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clara C. Smith and L. E. Smith, her husband

a \_\_\_\_\_ of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to W. L. Blair

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 Lot Twenty (20) Block Seventeen (17) of the Re-sub-division of Block Six (6) and Lots One (1) and Two (2) and Three (3) of Block Four (4) Terrace Drive Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that this mortgage was filed for record in my office on the 20th day of February, 1923, at 9:15 o'clock A.M. Book 402, Page 535.  
Dated this 23rd day of Feb. 1923  
WAYNE L. DICKEY, County Treasurer  
a.g.

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 Thousand and 00/100

Deputy  
DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable at maturity annually from date

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

One Note for \$600.00 due six months from date hereof.  
One note for \$300.00 due on or before ten months from date hereof, bearing interest at the rate of eight percent, signed by party of the first part and husband, payable to party of the second part.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 parties 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 as provided in said notes 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 February, 1923

Clara C. Smith SEAL

L. E. Smith 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 February, 1923, personally appeared \_\_\_\_\_

Clara C. Smith and L. E. Smith, her husband

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 June 19, 1926. (Seal) E. S. Grear, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Feb. A. D. 1923 at 9:15 o'clock A.M. Book 402, Page 535

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