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The News-Dispatch Print & Audit Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Hazel D. Rice and C. E. Rice, husband and wife,
a Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Sophronia E. Schmidt as Guardian of Karl Desman Schmidt

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

all of the West Half of Lot #19 in Block #8 in
Acre Gardens Addition to the City of Tulsa, Tulsa
County, Oklahoma, according to the recorded Plat
thereof

THEATRE AND...
This is to certify that the above is a true and correct copy of the original as recorded in the office of the County Clerk of Tulsa County, Oklahoma, on the 28th day of February, 1923.
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8012

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 Twelve-Hundred-Fifty and no/100

DOLLARS

with interest thereon at the rate of 8. per cent, per annum, payable semi annually from February 28th, 1923
according to the terms of three certain promissory note S described as follows, to-wit:

One note for \$300.00 due February 28th, 1924; one note for \$300.00 due February 28th, 1925; one note for \$650.00 due February 28th, 1926.

In event of any default on said notes the entire amount of the same becomes at once due and payable. First parties agree to maintain fire and tornado insurance in an amount not less than \$1250.00 while said notes remain unpaid and with mortgage clause

attached in favor of second party. First parties pledge the rents and profits from above described premises as collateral security for the payment of said notes. 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, and to insure, and keep insured in favor of second party, buildings on said 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 One Hundred-Twenty-Five 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 28th day of February, 1923, 19

Hazel D. Rice SEAL

C. E. Rice SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this day of 19, personally appeared Hazel D. Rice and C. E. Rice, husband and wife

and to me known to be the identical person 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 Oct. 16-1924 (SEAL) C. P. Monroy Notary Public.

I hereby certify that this instrument was filed for record in my office on 2nd day of Feb, A. D. 1923 at 11.30 o'clock A. M. Book 402, Page 587 (SEAL)

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