

COMPARED

MORTGAGE RECORD NO. 402

87

The Above-Described Property is Located in the
215756 G. J. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charles Smith and Carrie S. Smith his wife
a of Cleveland Oklahoma County, Oklahoma, part 1es of the first part, ha. ve
mortgaged and hereby mortgage to. C. O. Fox
of. part. V. of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot (2) Two of an acre lot, described as lot six (6) in block eight (8)
Vern Sub-Division to Tulsa, Tulsa County, Oklahoma, according to the
recorded plat thereof, more particularly described as the corner of
the said lot six (6) and the east line of the lot to be established Ten
(10) feet west of the west line of said lot six (6) and fifty four (54)
feet east and west, and one hundred and eight feet north and south (108)
of lot six (6) in block eight (8) of the Vern Subdivision to Tulsa

corner to be established
Ten feet west of
southeast corner
of the said lot.

TREASURER'S RECEIPT
I hereby certify that I received \$32 and issued
Receipt No. 123 therefor in payment of mortgage
tax on the within mortgage.
Dated this 2 day of Dec. 1922

WAYNE L. DICKEY, County Treasurer
R. W. 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

Eight Hundred dollars

DOLLARS

with interest thereon at the rate of 8% per cent, per annum, payable Monthly annuity from date

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

Dated Aug. 25 1922 in favor of C. O. Fox for the sum of \$800.00 to be
paid in installments of \$25.00 per month, payable on the first day of
each month first payment to be made October 1st 1922 at the Producers
National Bank of Tulsa Okla.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1es 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 part V. shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said part 1es 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 Twenty Five DOLLARS,
which this mortgage also secures.

Part 1es 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 26th day of August, 1922.

Charles Smith SEAL

Carrie S. Smith SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 26

day of August, 1922, personally appeared

Charles Smith

and - - -Smith, his wife

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 July 18th, 1923. (Seal) G. J. Patterson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of Dec. A. D., 1922

at 1:30 o'clock P. M. Book 402, Page 87

By F. Delman, Deputy, (Seal) O. D. Lawson, County Clerk.