

#249213 NS

MORTGAGE RECORD NO. 403

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

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That V. G. Smith and Floy Smith,

a _____ of Tulsa, _____ County, Oklahoma, parties of the first part, ha^s
 mortgaged and hereby mortgage to G. Z. Jenkins,

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

East Forty Six and Two Thirds Feet (46 2/3) of the
 West Ninety Three and One Third Feet (93 1/3) of Lots
 One (1) and Two (2) Block Twenty Two (22) in Irving
 Place Addition, to the City of Tulsa, Tulsa County,
 Oklahoma, according to the Recorded Plat thereof.

It is agreed that when the first mortgage as hereinafter mentioned falls due
 that G. Z. Jenkins or the holder of this mortgage, agrees to release this 2nd
 mortgage, so that the first party can rearrange or replace said first loan, and
 after same has been rearranged to then take back 2nd mortgage for the amount due
 him at that time payable on same terms as this one.

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 Two Thousand

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly

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

One Note of even date herewith for the sum of Two Thousand Dollars,
 (2000.00) to be paid in monthly instalments of Thirty Four Dollars (\$34.00)
 each month, the said instalments of (\$34.00) includes interest on the un-
 paid balance, each month. First instalment due February 16th, 1924, and
 a like amount on the 16th of each and ever month thereafter untill the
 full amount has been paid. This mortgage is given subject to a former and
 prior mortgage of Twenty five hundred dollars (\$2500.00) in favor of Southwest-
 ern Mortgage Company of Roff, Oklahoma.

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, will pay a
 reasonable attorney's fee of 10% of amount collected DOLLARS,
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma.

Dated this 16th day of January, 1924

V. G. Smith SEAL

Floy Smith SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 16th
 day of January, 1924, personally appeared V.G. Smith and Floy Smith,

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 Jan. 10, 1927. (SEAL) R. M. Alderson Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Jany. A. D. 1924

at 3:10 o'clock P. M. Book 403, Page 6

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