

COMPARED
#250404 NS

The New Oklahoma Title & Abstract Co., Oklahoma City, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M.L. Arnett and Sarah E. Arnett, husband and wife,

a _____ of Tulsa, _____ County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Sophonra E. Schmidt

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

All of Lot Twenty-nine (29) in Spring Dale (some times written Springdale) Addition to City of Tulsa, according to the recorded plat thereof, except tract beginning at Northwest Corner thence East 50 feet, thence South 142.5 feet; thence West 50 feet, thence North to place of beginning.

I hereby certify that I received \$ 308 and to the
Registered 13604 in full payment of mortgage
taken on this property.

Dated the 4 day of Feb. 1924

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 Five Hundred -----

DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable semi annually from February 2nd, 1924.

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

Executed by first parties unto second party and due February 2nd, 1927, First parties agree to maintain fire and tornado insurance on building on above described tract in an amount not less than \$500.00 with mortgage clause attached in favor of second party during term of loan. The rents, profits and income of said above described tract are hereby pledged as collateral security to said note and upon any default are payable to second party to apply on said note.

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 Fifty ----- 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 Second day of February, 1924

M.L. Arnett SEAL

Sarah E. Arnett, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

day of February, 1924, personally appeared M.L. Arnett and Sarah E. Arnett,

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 May 24, 1927. (SEAL) A. R. Marr Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of Feb. A. D. 1924

at 3:40 o'clock P. M. Book 403, Page 70

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