

and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 29th day of August, 1922.

STATE OF OKLAHOMA )  
County of Tulsa )

F. E. Smith.

Bess W. Smith.

Before me, a Notary Public, in and for the above named County and State, on this 29th day of August, 1922, personally appeared F. E. Smith and Bess W. Smith, his wife to me personally 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.

(Seal) Iva Latta, Notary Public.

My Commission expires March 31, 1926.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug 31, 1922 at 10:40 O'clock A. M.

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By F. E. Dickson, Deputy.

(Seal) O. D. Lawson, County Clerk.

207705 LB

# COMPARED

REAL ESTATE MORTGAGE

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 100 and issued Receipt No. 4559 therefor in payment of mortgage tax on the within mortgage.

Dated this 31 day of Aug, 1922

WAYNE L. DICKEY, County Treasurer

Deputy

THIS MORTGAGE, Made this 11 day of August in the year of 1922 by Carl & Lena Emperly, of Tulsa by occupation Mortgagor, to L. E. Plummer, Mortgagee.

WITNESSETH: That the said Mortgagor hereby mortgages to the Mortgagee, the following described property, to-wit:

Lot Four (4) in Block Eleven (11) in Summit Heights Addition to the City of Tulsa, Tulsa County, Oklahoma.

as security for the payments of the following promissory note or notes and the interest thereon at the rate of 10 per cent per annum payable ----. One note dated Aug. 11, 1922, due Oct. 11, 1922, for \$40.00.

and the said mortgagor represents and states that said mortgaged property is now owned by said mortgagor and is free and clear from all liens or incumbrances of any kind, or any part thereof, and that said property is now in the county of Tulsa in the State of Oklahoma, and in the actual possession and control of said mortgagor.

In case said mortgagee shall at any time thereafter feel unsafe or insecure he shall be entitled to, and may take possession of said mortgaged property at the expense of said mortgagor until the payment of said note or notes, or performance of the act for the performance of which this mortgage is security. If, however, said mortgagee shall not take possession of said property for the reason aforesaid, the said mortgagor shall retain possession and control, and have the ordinary use and benefit of said mortgaged property at his own expense as the owner thereof, until default, or until a breach of one or more of the conditions of this mortgage which are agreed upon by the parties hereto as follows:

1st. Said mortgagor shall keep the actual possession and control of said property.