

Witness my hand and official seal the day and year last above written.

(SEAL) J.P. Monroy,

My Commission expires Oct. 16- 1924

Notary Public.

Filed for record in Tulsa County Tulsa, Oklahoma Jan. 25th 1923 at 11:00 A.M.

By Brady Brown Deputy

(SEAL) O.G. Weaver County Clerk

220053 GH COMPARED REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That W.B. Smith a single man of Tulsa Tulsa County, Oklahoma party of the first part has mortgaged and hereby mortgaged to George E. Kennett party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma to-wit:

All of Lots Seven (7) and Eight (8)  
in Block Five (5) Parkdale Addition to  
the City of Tulsa, Tulsa County, Oklahoma  
according to the recorded plat thereof.

This mortgage is given subject to a first mortgage of Twelve Hundred and Fifty dollars. with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Eighteen Hundred Fifty Nine and 16/100 dollars with interest thereon at the rate of 8 per cent per annum, payable after maturity according to the terms of 46 certain promissory notes described as follows to-wit:

Forty Five notes for \$40.00 each and one note for \$59.18 payable at the rate of \$40.00 per month First note due and payable January 13th 1923 and one due and payable on the 13th day of each month thereafter until the full amount is paid, with interest at the rate of 8 per cent after maturity until paid.

PROVIDED ALWAYS That this instrument is made, executed and delivered upon the following conditions, to-wit: that said first party hereby covenant and agrees to pay all taxes and assessments of said land when the same 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 installments, or the taxes insurance premiums, or in case of the breach of and covenant herein contained, the whole of said principal sum, with interest shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said first party of the first part hereby agrees that in the event action is brought to foreclose this mortgage will pay a reasonable attorney's fee of \$10.00 and 10 per cent, of the full amount unpaid which this mortgage also secures.

Party of the first part, for said consideration does hereby expressly waive appraisal of said real estate and all benefits of the homestead exemption and stay laws in Oklahoma.

I hereby certify that I received \$14.00 and issued Receipt No. 7421 therefor in payment of mortgage tax on the within mortgage.

Dated this 26th day of Jan. 1923  
WAYNE L. DICKER, County Treasurer

Deputy