OAK SAFETY FILM

COMPARED 219057 GH

REAL ESTATE MORTGAGE RECORD No. 424

Black Printing Co. Tulsa

THIS INDENTURE, Made this 4th day of January A. D., 19 23, between

Mary C. Smiley and G. W. Smiley her husband

of Tulsa County, in the State of Oklahoma, of the first part, and

G. P. Orf and Anetta Orf his wife, of the second part,

WITNESSETH, That the said parties of the first part in consideration of the sum of

Eight Hundred and no/100 ($800.00) DOLLARS

the receipt whereof is hereby acknowledged, "do by these presents grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lots Two (2) Three (3) Fourteen (14)
and Fifteen (15) in Block Nine (9)
in North Turley Addition to the Town
of Turley Oklahoma according to the recorded
plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received $ .32 cts and issued Receipt No. 7209 therefor in payment of mortgage tax on the within mortgage.
Dated this 15 day of Jan. 1923
WAYNE L. DICKEY, County Treasurer
A. J. Deputy

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said Mary C. Smiley and G. W. Smiley her husband grantor S ha ve executed and delivered one certain promissory note dated Jan. 4, 1923 to said parties of the saecond part for $ 800.00

due January 4th 1925

with interest at the rate of ten per centum per annum, payable annually.

~~And it is not part agrees to keep the buildings insured for $~~

In case that ~~the~~ papers for foreclosure are filed, the first part ies agree to pay a reasonable attorney fee of $

Now, if said part ies of the first part shall pay or cause to be paid to said part ies of the second part, their heirs or assigns, said sum of money in the above described note together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when the same is due, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note or the debt secured thereby, or, if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum interest per annum, and said part ies of the second part shall be entitled to the possession of said premises. And the said part ies of the first part for said consideration do hereby waive or not waive appraisement, at the option of said second part ies their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s the day and year first above written.

WITNESSES:

Mary C. Smiley
G. W. Smiley

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 4th day of January 19 23 personally appeared Mary C. Smiley and G. W. Smiley her husband and

to me known to be the identical person s 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.

Given under my hand and seal the day and year last above written.

My Commission expires August 12th 1926. (SEAL) Joe Harshbarger Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 15th day of Jan. 19 23 at 11:10 o'clock A M.

Book 424, Page 47

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