

Said first party waives notice of election to declare the whole debt due as above and also the benefit of stay, valuation of appraisement laws.

IN WITNESS WHEREOF, said party of the first part has hereunto set his hand this 7th day of October, 1922.

J. D. Simmons.

State of Oklahoma)
County of Tulsa) SS

Before me, a Notary Public, in and for the above named County and State, on this 7th day of October, 1922, personally appeared J. D. Simmons, ^{and} to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 March 31, 1926. (SEAL) Iva Latta, Notary Public.

Filed for record in Tulsa County, Okla. on Oct. 9, 1922, at 1:20 P.M. and duly recorded in book 428 - page 393. By F. Delman, Deputy. (SEAL) O. D. Lawson, County Clerk.

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COMPARED

REAL ESTATE MORTGAGE.

State of Oklahoma)
County of Tulsa) SS

ENDORSEMENT

I hereby certify that I received \$1500.00 and issued therefor in payment of the within mortgage. Witness my hand and seal this 9th day of Oct 1922. WAYNE L. DICKLY, County Clerk.

This indenture, made this fifth day of September, A.D. 1922, between J. Foster Smith, a single man of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and W. J. Miller of Tulsa, Tulsa County, in the State of Oklahoma, of the second part,

WITNESSETH: That said party of the first part in consideration of the sum of twenty five hundred and no dollars the receipt of which is hereby acknowledged, does, by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following described real estate, situate in Tulsa County, and State of Oklahoma, to-wit:

The west one hundred and ten (110) feet of lot fifteen (15)
Block one (1) of Clark's addition to the city of Tulsa, according
to the recorded plat thereof.

TO HAVE AND TO HOLD, the same together with the appurtenances thereto belonging or in any wise appertaining forever, and warrant the title to the same.

PROVIDED, ALWAYS, and these presents are upon this express condition, that, whereas, said J. Foster Smith has this day executed and delivered his certain promissory note in writing to said party of the second part for \$2500.00 due in three years from date, with interest thereon at the rate of 8% per annum, from date until paid, said interest being payable semi-annually, according to the tenor and effect of six interest coupon notes attached to said original note.

And the first party agrees to keep the buildings insured for \$3000.00, and the Mortgagor agrees to pay a reasonable attorney's fees on foreclosure.

Now, if said first party of the first part shall pay or cause to be paid said party of the second part, his heirs or assigns, said sum or sums of money in the above described note mentioned, 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 and assessments of every nature, which are or may be assessed and levied against said premises