

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 120 and issued
 Receipt No. 27767 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 28 day of Oct, 1922
 WAYNE L. DICKEY, County Treasurer
 Deputy

212464 - EM COMPARED

MORTGAGE.

This indenture,, made this 12th day of October, A.D. 1922 between E. M. Smith and Catherine Smith, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Eva Bilby and Belle Smith of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, that said parties of the first part, in consideration of the sum of three thousand dollars the receipt of which is hereby acknowledged, to by these presents, grant, bargain sell and convey unto the said party of the second part, their heirs and assigns, all the following described real estate, situate in Tulsa County, and State of Oklahoma, to-wit:

South half of the southeast quarter of section twenty three (23)
 township nineteen north, range fourteen east.

subject to a first mortgage of \$1500 to the Pioneer Mortgage Company, dated September, 20, 1922,

DO HAVE AND DO HOLD THE SAME, unto the said parties of the second part, their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever,

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said E. M. Smith and Catherine Smith, his wife have this day executed and delivered a certain promissory note in writing to said parties of the second part, described as follows:

Broken Arrow, Okla. October 12, 1912 \$3000.00
 October 12, 1924 after date, without demand, notice or protest, we or either of us, as principal, promise to pay to the order of Eva Bilby and Belle Smith three thousand dollars, for value received, negotiable and payable, with interest from date at the rate of 7 per cent per annum, payable at the First National Bank of Broken Arrow, Okla. Interest payable annually. If the interest be not paid when due it shall become a part of the principal and bear the same rate of interest, The makers, sureties and endorsers waive demand, notice and protest and agree to let the time of payment be extended without our consent from time to time until paid. In case this note is placed in the hands of an attorney for collection I or we agree to pay ten per cent additional as attorney's fee.

Now, if the said parties of the first part shall pay or cause to be paid to said parties of the second part their heirs or assigns, said sum or money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage 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 thereon, ^{or any interest thereon} is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises, or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said parties of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hands the day and year first above written.

E. M. Smith, Catherine Smith.