

covenants, the whole sum of money hereby secured shall mature and at the option of the holder hereof, become due and payable at once without notice.

Said parties of the first part hereby agree to carry policies of fire and tornado insurance in the -- of -- to the amount of \$2000.00 for full time of this loan, loss, if any payable to C. S. Smith as his interests may appear, and said policies shall be held by said mortgagee or the legal holder of said note, as collateral for additional security for payment of said note, and further agree to keep in good repair all buildings, fences, and other improvements, and in event action is brought to foreclose this mortgage, or to recover the insurance or taxes paid by mortgagee, an attorney fee of \$150.00 and all costs of suit and all insurance premiums or taxes so paid shall be added which sums shall be and become an additional line and be secured by lien of this mortgage, and upon the bringing of any such action, the Court, or Judge, shall, upon the mortgage herein, or his assigns, without further notice to said mortgagors or the owners of the premises described herein, appoint a receiver to take charge of said premises and collect and rents, revenues and profits thereof. Said parties of the first part hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the state of Oklahoma.

In testimony whereof, the said parties of the first part have hereunto set their hands the day and year above written.

Witnesses:

L. H. Woodyard,
Mayme Woodyard.

State of Oklahoma)
Payne County) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7 day of February, A.D. 1923, personally appeared *L. H. Woodyard and Mayme Woodyard* his wife, to me known to be the identical persons who executed the within and forgoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

My commission expires May 20, 1926. (SEAL) W. M. Stark, Notary Public.

Filed for record in Tulsa County, Okla. on Feb. 12, 1923, at 10:00 A.M. and duly recorded in book 432, page 589, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

221491 - BH

COMPARED

REAL ESTATE MORTGAGE.

This indenture, made this first day of February, 1923, between L. H. Woodyard and Mayme Woodyard of the County of Payne, and State of Oklahoma, parties of the first part, and C. S. Smith, party of the second party.

Witnesseth: That the said parties of the first part for and in consideration of the sum of two hundred twenty five & no/100 dollars in hand paid by said party of the second part, thereceipt whereof is hereby acknowledged, have sold and by these presents do grant, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, lying and situated in the County of Tulsa, and State of Oklahoma, to-wit:

Lots twenty three (23) block one (1) Lynch-Forsythe
Addition to the City of Tulsa,

To have and to hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever.