

225069 C. J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ira A. Smith and Dorothy N. Smith, his wifeof Tulsa County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to Thos. P. Kelvin and J. H. Boyleof part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Nineteen (19) and the West Twenty-five (25) Feet of  
 Lot Eighteen (18) Block One (1) sunset view Addition to the  
 City of Tulsa, Oklahoma, according to the recorded plat thereof.

TRUSTEES' RECEIPT  
 I hereby certify that I have received of the parties of the first part  
 Receipt No. 8348 the sum of one thousand six hundred eighty-seven and 50/100 dollars  
 on the within mortgage.  
 Dated this 20 day of March 1923  
WAYNE L. DICKEY, County Treasurer  
A. J. Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

One Thousand Six Hundred Eighty-seven and 50/100 DOLLARS,with interest thereon at the rate of eight per cent, per annum, payable semi- annually from dateaccording to the terms of three certain promissory notes described as follows, to-wit:

One note for \$562.50 due on or before six months from date hereof

One note for \$562.50 due on or before twelve months from date hereof.

One note for \$562.50 due on or before eighteen months from date hereof.

All of said notes signed by Ira A. Smith and Dorothy N. Smith, payable

to the order of Thos. P. Kelvin and J. H. Boyle.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the 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 installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee or as provided in said notes - DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 14th day of March, 1923.Ira A. Smith SEALDorothy N. Smith SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 16th day of March, 1923, personally appeared Ira A. Smith and Dorothy N. Smith, his wife

and

to me known to be the identical person 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.

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

My commission expires June 23, 1926 (SEAL) Doc Wade Notary Public.I hereby certify that this instrument was filed for record in my office on 20th day of March, A. D., 1923at 3:20 o'clock P. M. Book 439, Page 119By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk.