

226245 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That The American Investment and Building Company, a cor-
a poration of Tulsa County, Oklahoma, part V of the first part, ha S
 mortgaged and hereby mortgage to W. M. Smith

of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of lot four (4) in Block One (1) East Highland Addition to the city of Tulsa,
 Oklahoma, as shown on the recorded plat thereof.
 Subject to a prior mortgage in the sum of \$3500.00 in favor of the Oklahoma City
 Building and Loan Association, of Oklahoma City, Oklahoma.

W. M. Smith, the mortgagor, has received \$72 and has
 paid to the mortgagee the sum of \$72.00 in payment of mortgage
 interest due on the 2nd day of April 1923

W. M. Smith, Secretary Treasurer
 a.g.

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

Seven hundred and no/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable semi annually from date

according to the terms of one certain promissory note described as follows, to-wit:

For value received we promise to pay to the order of W. M. Smith the sum of Seven
 hundred Dollars, in the time and manner following: On or before the 1st day of
 April, 1923, Twenty dollars with interest at the rate of eight percent per annum
 payable semi annually, and a like sum on or before the 1st day of each successive
 month thereafter until the entire sum of seven hundred dollars together with interest
 has been paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V 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.

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 part shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of 10 dollars plus 10% of the balance due DOLLARS,
 which this mortgage also secures.

Part V 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 20th day of March, 19 23

Attest: (Cor. Seal) American Investment & Bldg. Co. SEAL.
Frank C. Thompson, Secretary. Willard John, Vice Pres. SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th

day of March, 19 23, personally appeared Willard John Vice Pres. to me known to be the
 identical person who signed the name of the maker thereof to the within and foregoing in-
 strument as its president and acknowledged to me that he executed the same as his free
 and voluntary act and deed, and as the free and voluntary act and deed for said corporation
 for the uses and purposes therein set forth.

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

(to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that

the same was 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 July 30th, 1925. (Seal) Georgina E. Hammett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 31 day of March A. D. 19 23
11:35 o'clock A. M. Book 439, Page 202

By Brady Brown, (Seal) O. C. Weaver, County Clerk.
 Deputy.