

226298 O.M.T.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Liney R. Smotts and L. R. Smotts, her husband
a _____ of Tulsa County, Oklahoma, parties of the first part, has
mortgaged and hereby mortgage to G. J. Miller
of _____ partY of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot (4) four in Block (1) One, Ferryman Heights
Second Addition to the City of Tulsa, Tulsa County,
Okla.

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 _____

Six Hundred & No/100

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date

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

Dated March 31, 1925.
Due in 2 years
Payable to G. J. Miller
Amt. \$600.00 Int. 10% from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant, sell and agree, sell, 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 parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, sell, that in the event action is brought to foreclose this mortgage, _____ will pay a reasonable attorney's fee of One Hundred & No/100 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 31st day of March, 19 25

Liney R. Smotts

SEAL

L. R. Smotts

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 2nd day of April, 19 25, personally appeared _____

Liney R. Smotts and L. R. Smotts, her husband

and _____
to me known to be the identical persons 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 19, 1926. (Seal) V. Dunaway, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of April, A. D., 19 25
at 10:30 o'clock A. M. Book 439, Page 207

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