

COMPARED

226357 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clara C. Smith and L. E. Smith, her husband

a of Tulsa County, Oklahoma, part^{ies} of the first part, have
 mortgaged and hereby mortgage to Thos. F. Melvin and J. H. Boyle
 of part^{ies} of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty-two (22) and the West Half (1) of Lot Twenty-one (21) Block One (1) Sunset View Addition to the city of Tulsa, Oklahoma according to the recorded plat thereof.

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

Two Thousand and 00/100

DOLLARS,

eight

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

according to the terms of three certain promissory note^s described as follows, to-wit:

One note for \$400.00 due on or before six months from date hereof.
 One note for \$800.00 due on or before twelve months from date hereof.
 One note for \$800.00 due on or before eighteen months from date hereof.
 All of said notes signed by Clara C. Smith and L. E. Smith, payable to the order of Thos. F. Melvin and J. H. Boyle.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} 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 part^{ies} shall be entitled to the immediate possession of the premises and all rents and profits thereof.

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

Part^{ies} 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 26th day of March, 1923.

Clara C. Smith

SEAL.

L. E. Smith

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 26th day of March, 1923, personally appeared

Clara C. Smith

and L. E. Smith, her husband

to me known to be the identical person^s 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 March 30, 1925. (Seal) J. C. Farmer, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of April, A. D., 1923

at 3:30 o'clock, P. M. Book 439, Page 213

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