

226783 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Henry S. Condon and Jane A. Condon, husband and wife

a of Tulsa County, Oklahoma, part of the first part, ha^{ies} ve
 mortgaged and hereby mortgage to Sophronia M. Schmidt as Guardain of Earl Pesman Schmidt
 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 #8 in block #1 in Melrose Second Addition

to the city of Tulsa, in Tulsa County, State of Oklahoma.

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 APR 5 1923
 WATSON L. BROWN, County Clerk
 a.j.

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

Fifteen-Hundred

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Semi-annually from April 4th, 1923.

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

made by first parties unto second party and due April 4th, 1926. First parties agree to maintain combined fire and tornado insurance policy covering house on above described lot in an amount not less than \$1500.00 with mortgage clause attached in favor of second party who will hold the policy. Upon any default of interest this mortgage may be at once foreclosed and second party will thereupon be entitled to the rents and profits of the above described lot to be applied upon the note above described.

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

Said part^{ies} 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 of One-hundred-fifty 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 4th day of April, 1923

Henry S. Condon

SEAL

Jane A. Condon

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 4th day of April, 1923, personally appeared

Henry S. Condon and Jane A. Condon, husband and wife,

and

to me known to be the identical person^s who executed the within and foregoing instrument and acknowledged to me that the^y 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 May 11th, 1925. (Seal) Maurice A. DeVinna, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of April, A. D., 1923

at 3:40 o'clock P. M. Book 439, Page 250

Brady Brown,

(Seal)

O. G. Weaver,

By Deputy, County Clerk.