

The News Dispatch Printing & Audit Co., Shawnee, Okla.

227069 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That U. H. Smith and Mayme M. Smith, his wife

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, has
 mortgaged and hereby mortgage to Henry Brandner and W. H. Tenfesty
 of _____ part ^{ies} of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot five (5) in block fourteen (14), of the subdivision of block
 six (6), and lots one (1) two (2) and three (3) of block four
 (4) of Terrace Drive Addition to the city of Tulsa, County of
 Tulsa, State of Oklahoma, according to the recorded plat thereof.

8760 34 and
 8760 34 and

Dated this 9th day of April 1923
 W. H. Tenfesty, County Treasurer

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 _____

Seventeen hundred fifty and 00/100 DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from _____ date

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

One note in the amount of \$1750.00 payable on or before four months from date.

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} of the first part hereby agree, that in the event action is brought to foreclose this mortgage, _____ will pay a reasonable attorney's fee of Ten dollars and ten percent of unpaid balance 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 3rd day of April, 1923

U. H. Smith SEAL

Mayme M. Smith SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 3rd day of April, 1923, personally appeared

U. H. Smith and Mayme M. 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 Jan. 15th, 1927. (Seal) D. C. Lange, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of April A. D., 1923

at 3:50 o'clock P. M. Book 439, Page 272

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