

# 227879 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Henry S. Condon and Jane A. Condon, husband and wife of Tulsa, County, Oklahoma, part 123 of the first part, have mortgaged and hereby mortgage to Sophonra E. 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 #7 in Block # 1 in  
Melrose Second Addition to the  
City of Tulsa,

8918 90 and valued  
at \$1500.00. The first part of mortgage  
dated this 16th day of April, 1923.  
WAYNE L. LEECH, County Treasurer  
P. S. B.

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 16th, 1923, according to the terms of One certain promissory note ----- described as follows, to-wit:

Made by parties of first part of second part and due April 16th, 1926. First parties agree to maintain a combine fire and tornado insurance policy on dwelling on above described lot in an amount not less than \$1500.00 with mortgage clause attached in favor

of second party during time said note is unpaid and second party will hold such policy. Upon any default in interest this mortgage may at once be foreclosed and second party will be entitled to the rents and profits to be applied upon the note. Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, their ----- will pay a reasonable attorney's fee of One Hundred Fifty 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 16th 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 16th day of April, 1923, personally appeared Henry S. Condon and Jane A. Condon husband and wife,

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 March 20, 1927 (SEAL) Fred W. Steiner Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of April, A. D., 1923 at 8:00 o'clock A. M. Book 439, Page 322.

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