

#227939 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. A. Duff and Elizabeth Duff, his wife,

a \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, part \_\_\_\_\_ of the first part, ha. ve  
 mortgaged and hereby mortgage to Clara C. Smith,  
 of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The West Thirty-five (35) feet of Lot  
 Seven (7) and the East Forty (40) feet  
 of Lot Eight (8) in Block Three (3)  
 in Sunset Park Addition to the City of  
 Tulsa, Tulsa County, Oklahoma, according  
 to the official plat filed for record in  
 the office of the Register of Deeds in and  
 for Tulsa County, Oklahoma.

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 Three Thousand Five Hundred and no/100 - - - -  
(3500.00) - - - - - DOLLARS,

with interest thereon at the rate of Eight per cent, per annum, payable Semi- annually from Date  
 according to the terms of Two certain promissory note S described as follows, to-wit:

One note of even date in the amount of \$1500.00 due on or before  
 6 months from date with interest at the rate of 8% per annum  
 interest payable at maturity.

One note of even date in the amount of \$2000.00, due on or before  
 24 months from date with interest at the rate of 8% per annum,  
 interest payable semi-annually.

This mortgage is inferior and subject to a first loan in the  
 amount of \$7000.00, now of record

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part and 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 parties 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 10% of unpaid principal and Ten - - - - - DOLLARS,  
 which this mortgage also secures.

Part ies the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of April, 1923.

J.A. Duff SEAL

Elizabeth, Duff, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 18th  
 day of April, 1923, personally appeared J.A. Duff and Elizabeth Duff, his wife,

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 4th, 1924. (SEAL) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of April A. D., 1923  
 at 2:40 o'clock P. M. Book 439, Page 327

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