

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

#225518 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elizabeth B. Smith and J.L. Smith, her husband,
 a _____ of Tulsa, County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to Thos. P. 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:

The West half ($\frac{1}{2}$) of Lot Eight (8) and the
 East half ($\frac{1}{2}$) of Lot Nine (9) Block Two (2)
 Sunset View Addition to the City of Tulsa,
 Oklahoma, according to the recorded plat
 thereof.

I hereby certify that this instrument was filed for record in my office on 24 day of April 1923 and issued
 Receipt No. 9063 in payment of mortgage
 tax on the within note.
 Dated this 24 day of April 1923
 WAYNE L. DICKER, County Treasurer
W.L.D.
 Deputy

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 One Thousand One Hundred Twenty-five and
00/100 DOLLARS,

with interest thereon at the rate of Eight cent, per annum, payable Semi- annually from _____ date _____
 according to the terms of three certain promissory notes _____ described as follows, to-wit:

One note for \$375.00 due on or before Six months from date hereof.
 One note for \$375.00 due on or before Twelve months from date hereof.
 One note for \$375.00 due on or before Eighteen months from date hereof.
 All of said notes signed by Elizabeth B. Smith and J.L. Smith, payable
 to the order of Thos. P. 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 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 _____ 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 29th day of March, 1923

J.L. Smith SEAL

Elizabeth B. Smith 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 Elizabeth B. Smith and J.L. Smith, her
husband,

XXXXX

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 2-20-1927 (SEAL) John K. Bright, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of April A. D., 1923

at 3:30 o'clock P. M. Book 439, Page 380

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