

COMPARED

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

#228520 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, parties of the first part, have  
 mortgaged and hereby mortgage to Sophronia E. Schmidt,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot #4 in Block #1 in Melrose  
 Second Addition to City of Tulsa,

Receipt No. 9069 and issued  
 tax on the 24 day of April, 1923  
 WAYNE L. DICKEY County Treasurer  
ag 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 Fifteen - Hundred DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from April 20, 1923,  
 according to the terms of one certain promissory note described as follows, to-wit:

Executed by first parties unto second party and due April 20th, 1926.  
 First parties agree to maintain a combined fire and tornado insurance  
 policy covering house on above lot in an amount not less than \$1500.  
 while such note remains unpaid and with mortgage clause attached  
 in favor of second party who will hold such policy. Upon any default  
 of interest the note will at once become due and this mortgage may be  
 foreclosed, and second party will be entitled to the rents and profits  
 from the realty herein described to be applied upon said 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 part ie 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 ie 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 20th 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 20th  
 day of April, 1923, personally appeared Henry S. Condon and Jane A. Condon,  
husband and wife,

to me known to be the identical person g 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 24 day of April, A. D., 1923  
 at 3:50 o'clock P. M. Book 439, Page 382.

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