

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

#228664 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Martha Watts and George S. Watts, her husband,

of Tulsa, County, Oklahoma, part 1 of the first part, have

mortgaged and hereby mortgage to..... D.E. Smith

of _____ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Five (5) and Six (6) in Block Fourteen (14) in Capitol Hill Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

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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..... Five Hundred and Fifty-three & 33/100 - -

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from maturity.

according to the terms of 18 certain promissory note, 8 described as follows, to-wit:

One note for \$43.33, dated April 11th, 1923, and due 30 days from date, and seventeen other notes, each in the amount of \$30.00, of even date, the first of which will be due on June 11th, 1923 and one of which will become due on the 11th of each succeeding month till all are paid, being in the aggregate amount of \$553.33. Deferred payments shall bear interest at 8%. This mortgage is made subject to a prior mortgage in the amount of \$700.00 in favor of the United Savings and Loan Association of Tulsa.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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... 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 \$50.00 and 10% of unpaid balance due thereon - - - - - DOLLARS, which this mortgage also secures.

Part 2.8 of 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 11th day of April, 1923.

Witness to mark;
R.J. Irwin,
R. LaBaw.

Martha x Watts SEAL.
George S. Watts, SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 11th _____

day of April, 19 23, personally appeared Martha Watts and George S. Watts, to me known to
be the identical persons who executed the within and foregoing instrument, the former
by her mark in my presence and in the presence of R. J. Irwin and R. LaBaw as witnesses
and
 XXXX

~~XX~~ 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 Mar. 29, 1925. (SEAL) D.C. Tillery, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of April A. D., 1923

at 9; o'clock A. M. Book 439, Page 390

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

