

The Best Dispatch Printing & Engraving Co., Shawnee, Okla.
229017 G.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. J. Smiley and his wife Hazel Smiley

a _____ of _____ Tulsa _____ County, Oklahoma, part _____ of the first part, have
mortgaged and hereby mortgage to Burke Construction Company
of _____ part _____ of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The West Fifty (50) feet of Lots Seven (7), Eight (8) and Nine
(9) Block Twenty-two (22) of Irving Place Addition to the city
of Tulsa, Tulsa County, Oklahoma, according to the recorded
plat thereof.

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 _____

Sixteen Hundred Sixty Two and 50/100 (\$1662.50) DOLLARS,

eight

with interest thereon at the rate of _____ per cent, per annum, payable _____ monthly _____ annually from _____ date

according to the terms of _____ 36 _____ certain promissory note _____ S _____ described as follows, to-wit:

35 notes numbered 1 to 35 inclusive, of even date, each for the sum of \$27.10 each,
first note due June 1st, 1923 and one note due on even date of each and every month
thereafter until all 35 notes are paid, said notes include interest at the rate of
8% per annum, computed and payable monthly on entire deferred sum.
1 note numbered for the sum of \$1040.56 due 36 months from date, said note includes
interest at the rate of 8% per annum to due date.
This mortgage is inferior and subject to a first loan in the amount of \$3000.00

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 _____ 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 hereof and Ten _____ DOLLARS,
which this mortgage also secures.

Part _____ 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 24th day of April, 1923

W. J. Smiley

SEAL

Hazel Smiley

SEAL

STATE OF OKLAHOMA, County of _____ Tulsa _____, ss:

Before me, _____, a Notary Public in and for said County and State, on this 24th
day of April, 1923, personally appeared _____

W. J. Smiley

and _____ Hazel Smiley, his wife

to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that _____ they _____ executed
their

the same as _____ 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 30 day of April, A. D., 1923
at 3:30 o'clock P. M. Book 439, Page 410

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