

229228 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. R. Smittle and Mrs. L. R. Smittle, his wife

a _____ of city of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Paul A. Wilson of _____ part _____ of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The East Fifty (50) feet of Lot One (1), of Block One (1) in Barton Addition to the city of Tulsa, Tulsa County, State of 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 _____

Two Thousand and No/100 _____ DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from _____ date _____

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

Note dated April 20th, 1923, executed by L. R. Smittle and Mrs. L. R. Smittle and payable to the order of Paul A. Wilson, and in the principal sum of Two Thousand Dollars bearing interest at the rate of 8 per cent per annum, payable semi-annually; said note being due and payable on the 20th day of April, 1925.

that first parties shall keep and maintain \$3000 insurance on premises;

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 building 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 parties 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 \$10 and 10 per cent of unpaid principal _____ DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do _____ hereby expressly waive appointment of said _____ and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 20th day of April, 1923.

L. R. Smittle _____ SEAL

Mrs. L. R. Smittle _____ 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 _____

L. R. Smittle

and Mrs. L. R. Smittle, his wife

to me known to be the identical persons 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 Sept. 10, 1924. (Seal) E. T. Witty, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of May, A. D., 1923

at 11:40 o'clock A. M. Book 439, Page 433

By Brady Brown, (Seal) C. G. Weaver, County Clerk.