

229230 C.M.J.

SECOND

REAL ESTATE/MORTGAGE

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

a _____ of Tulsa, Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to..... Paul A. Wilson

of part^y 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, 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..... (\$1640.00)

Sixteen Hundred and forty and no/100

DOLLARS.

with interest thereon at the rate of eight per cent, per annum, payable - annually from date

according to the terms of 33 certain promissory note 43 described as follows, to-wit:

Notes numbered 1 to 33 both inclusive, each dated April 20th, 1923, executed by L. R. Smittle and Mrs. L. R. Smittle in favor of Paul A. Wilson and bearing interest at the rate of 8 per cent per annum from date until paid; the notes numbered 1 to 32 both inclusive are each in the principal sum of \$50.00 and become due and payable in order numbered on the 20th day of each month thereafter for 32 consecutive months; note numbered 33 being in the sum of \$40.00 and becoming due and payable 33 months after date; all of said notes being payable at the First National Bank of Tulsa, Tulsa County, Oklahoma. Provided always, that this instrument in executed and delivered on the following condition: that first parties will keep said premises insured for the sum of \$3000.00 and shall keep the payments of interest due on the first mortgage on said premises paid according to the terms of the said first mortgage.

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 part Y. 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 \$10 and 10 per cent of the principal sum..... - DOLLARS, which this mortgage also secures.

Part ies of the first part, for said consideration, do..... hereby expressly waive ~~appointment of said estate~~ and all benefit of the homestead, exemption and stay laws in Oklahoma. and also agree that in case of default of the above notes or breach of this mortgage that a receiver be appointed.

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 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 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. 19 23

nt 11:45 o'clock. A. M. Book 439, Page 434

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