

COMPARED

#229381 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G.A. Smith and Stella Smith, his wife,a Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to L. R. Canfield,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 one-half (E $\frac{1}{2}$ ) of Lot numbered Seven (7) Block Four (4), Hackathorn Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

Book 439, Page 444  
 May 23  
 Wayne E. Weaver, County Treasurer  
 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 Twelve Hundred Fifty and 00/100

DOLLARS,

with interest thereon at the rate of 6 per cent, per annum, payable semi- annually from date until paidaccording to the terms of one certain promissory note described as follows, to-wit:

One note of even date herewith for \$1250.00 due on or before three (3) years after date and bearing interest at the rate of eight per cent per annum payable semi-annually from date until paid. The privilege of paying any part of said note at any time is hereby reserved and granted.

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 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 Ten Dollars and ten percent DOLLARS, which this mortgage also secures.

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

Dated this 2nd day of May, 1923.G.A. Smith SEALStella Smith SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 2nd day of May, 1923, personally appeared G.A. Smith and Stella Smith,

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to me known to be the identical person 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 Oct. 29, 1925. (SEAL) Chas. P. Yadon Notary Public.I hereby certify that this instrument was filed for record in my office on 3 day of May, A. D., 1923at 2 o'clock P. M. Book 439, Page 444By Brady Brown Deputy. O.G. Weaver, County Clerk. (SEAL)