

#229731 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C.W. Day and Ermina B. Day, his wife,a _____ of Tulsa, Tulsa County, Oklahoma, part Y of the first part, ha. vemortgaged and hereby mortgage to S.B. Smith, Trustee,of _____ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot 2 in Broadmoor Heights Second Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

RECEIVED FOR ENFORCEMENT
I hereby certify that there is a \$250 and issue of
Receipt No. 9331 thereon in payment of mortgage
tax on the within mortgage
Dated this 7 day of May, 1923
WAYNE L. DICKEY, County Treasurer
W. L. Dickey

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 Twenty-five Hundred (\$2500.00) - - - - -

- - - - - DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable monthly annually from _____ date hereof _____according to the terms of four certain promissory notes _____ described as follows, to-wit:

Four promissory notes, each in the principal sum of \$625.00, signed by mortgagors, payable to mortgagee, or order, with interest at 8% per annum, all of even date herewith.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ^{ies} 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 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 Three Hundred Fifty (\$350.00) - - - - - DOLLARS, which this mortgage also secures.

Part ^{ies} of the first part, for said consideration, do _____ hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 5th day of May, 1923C.W. Day SEALErmina B. Day SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 5th day of May, 1923 personally appeared C.W. Day and Ermina B. Day, his wife,

XXXX

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. 13th, 1925 (SEAL.) D.C. Miller, Notary Public.I hereby certify that this instrument was filed for record in my office on 7 day of May, A. D., 1923at 11 o'clock P. M. Book 439, Page 474By Brady Brown Deputy. O.G. Weaver, County Clerk.

(SEAL)