

229867 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Henry Schmedthorst, a single man,

a _____ of Tulsa County, Oklahoma, part V. of the first part, ha^s

mortgaged and hereby mortgage to Samuel J. Caudill

of _____ part V. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The East Forty-six and seven tenths (46.7) feet of Lot
One in Block Two In Clover Ridge Addition to the city
of Tulsa, Oklahoma, according to the recorded plat thereof.

9387
received 3/19/23 and interest
payment of mortgage

9 May 1923
Tulsa County Treasurer

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-four hundred

DOLLARS,

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

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

Note of even date herewith signed by first party payable to second party in the
sum of Twenty four Hundred Dollars with eight per cent interest payable semi-
annually from date, and payable at the rate of Fifty Dollars per month beginning
June 1st, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V. hereby
covenant S. and agree S. 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 V. shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said part V. of the first part hereby agree S. that in the event action is brought to foreclose this mortgage, he will pay a
reasonable attorney's fee of Two Hundred Forty DOLLARS,
which this mortgage also secures.

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

Dated this 3rd day of May, 1923.

Henry Schmedthorst

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 3rd
day of May, 1923, personally appeared _____

Henry Schmedthorst, a single man,

and _____

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed
the same as his 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 Nov. 18, 1923. (Seal) Ray S. Fellows, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of May A. D., 1923
at 11:15 o'clock A. M. Book 439, Page 486

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