

#231014 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ariel E. Smittle and Harriett E. Smittle, his wife,a _____ of Tulsa, County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to John D. Franklinof _____ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-four (24), Township Twenty (20) North, Range Thirteen (13) East, and containing forty acres more or less; and commencing at a point Eighty (80) rods South of the Northeast corner of Section Twenty-four (24) Township Twenty (20) North, Range Thirteen (13) East, thence West Eighty (80) rods, thence South Twelve (12) rods, thence East Eighty (80) rods, thence North Twelve (12) rods to the place of beginning, containing six (6) acres more or less.

I hereby certify that I have received of _____
Receipt No. 1586 therefor in payment of mortgage
tax on the within mortgage.

Dated this 19 day of May, 1923

WAYNE L. DICKEY, 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 Nine Thousand and no/100 - - - - -

DOLLARS,

with interest thereon at the rate of 9 per cent, per annum, payable semi- annually from _____ date _____according to the terms of two certain promissory note S described as follows, to-wit:

One note dated May 18th, 1923, for the sum of Six Thousand Dollars, executed by Ariel E. Smittle and Harriett E. Smittle, his wife, M.W. Smittle and Edith H. Smittle, his wife, payable to John D. Franklin or order three years after date, and bearing interest at the rate of nine per cent per annum payable semi-annually; also one note dated May 18th, 1923, for the sum of Three Thousand Dollars executed by Ariel E. Smittle and Harriett E. Smittle his wife, M.W. Smittle and Edith H. Smittle, his wife, payable to John D. Franklin or order one year after date, and bearing interest at the rate of nine per cent per annum payable semi-annually, each of said notes being payable at the first National Bank, Tulsa, Oklahoma; It is mutually understood that first parties may pay all or any part of the debt secured hereby at any interest paying period.

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 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 appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of May, 1923.Ariel E. Smittle SEALHarriett E. Smittle SEALSTATE OF OKLAHOMA, County of Tulsa, ss:Before me, _____, a Notary Public in and for said County and State, on this 18thday of May, 1923, personally appeared Ariel E. Smittle and Harriett E.Smittle, 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 executedthe 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 September 16th, 1924. (SEAL) Paul A. Wilson, Notary Public.I hereby certify that this instrument was filed for record in my office on 19 day of May, A. D., 1923.at 11; o'clock A. M. Book 439, Page 576By Brady Brown Deputy. (SEAL) O. B. Weaver, County Clerk.