

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros. Binders

231915 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. R. Smith and Annie M. Smith, husband and wife,
 a Tulsa County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to Lou Molana
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Two (2) and Thirteen (13) in Block Thirteen (13) of
 the North Tulsa Addition to the city of Tulsa according
 to the recorded plat thereof.

RECORDED
 This instrument was recorded on 32 and indexed
 on 4797 in the office of the County Clerk of Tulsa
 County, Oklahoma, on the 5 day of May, 1923
 Dated this 31 day of May, 1923
WAYNE L. DUNN, County Treasurer
P.S.B.
 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 Eight Hundred Fifteen and No/100 (\$815.00) 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:

One note for \$815.00 payable to Lou Molana, signed by
 O. R. Smith and Annie M. Smith, due on or before two
 years from the date hereof,

This mortgage is given subject to a Mortgage for \$3500.00
 in favor of the Tulsa Building & Loan Association, dated
 Sept. 15, 1922 filed Oct. 6, 1922.

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 upon 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part ies of the first part hereby agree, that in the event attich is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of Ten percent 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 29th day of May, 1923

O. R. Smith

SEAL

Annie M. Smith

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May, 1923, a Notary Public in and for said County and State on this 29th
 day of May, 1923, personally appeared

O. R. Smith and Annie M. Smith

and 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 July 9, 1925 (Seal) Harold S. Baer Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of May, A. D., 1923

at 4:40 o'clock P. M. Book 439, Page 12

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