

Overday Bros. Binders

253564 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. W. Smith and Rosa M. Smith, his wife  
 of Tulsa County, Oklahoma, part 198 of the first part, ha-  
 mortgaged and hereby mortgage to J. P. McLane  
 of Tulsa part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot numbered seven (7), in Block numbered Eleven (11)  
 McLane Addition to Tulsa Oklahoma; according to the  
 recorded plat thereof as filed for record in the office  
 of the County Clerk within and for Tulsa County, Oklahoma.

RECORDED  
 10/20 1923  
 June 18, 1923  
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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  
Three Hundred and six dollars & sixty cents (\$306.60) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date  
 according to the terms of A certain promissory note described as follows, to-wit:

One note for \$306.60 payable \$15.00 per month, due on or  
 before the 1st day of each month.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 198 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 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 V shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part 198 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee of Thirty-five (\$35.00) DOLLARS  
 which this mortgage also secures.

Part 198 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 9th day of June, 19 23

J. W. Smith

SEAL

Rosa M. Smith

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Forrest C. Welch, a Notary Public in and for said County and State on this 9th  
 day of June, 19 23, personally appeared

J. W. Smith

and Rosa M. Smith, his wife

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 12/11/23 (Seal)

Forrest C. Welch

Notary Public

I hereby certify that this instrument was filed for record in my office on 18 day of June, A. D., 19 23  
 at 2:30 o'clock P. M. Book 439, Page 136

By Brady Brown, Deputy,

(Seal)

O. G. Weaver,

County Clerk