

#233943 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That U. H. Smith and Mayme M. Smith, his wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Vernon Walling
 of part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) in Block (14) in Re-subdivision
 of Block Six (6) and Lots One (1) Two (2) and
 Three (3) in Block Four (4) of Terrace Drive
 Addition to the City of Tulsa, County of Tulsa,
 State of Oklahoma, according to the recorded
 plat thereof.

RECEIVED FOR RECORD
 I hereby certify that I received 150 and issue
 Receipt for 10.22.26 in payment of mortgage
 tax on the within recorded.

Dated this 22 day of June 1923
W. H. L. Weaver County Recorder

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 Fifteen Hundred and no/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable at maturity annually from ----- date
 according to the terms of 60 ----- certain promissory note ----- described as follows, to-wit:

Dated October 1922.

Numbered from 1 to 60 inclusive.

Payable to Vernon Walling or order signed U. H. Smith
 and Mayme M. Smith;
 Principal sum of \$25.00 each. No. 1 due one month from
 date and one succeeding note due each and every month
 until the total sum of principal and interest to date has
 been paid in full. It being understood that any or all
 of said notes may be paid prior to due date by paying prin-
 cipal and interest thereon to date of payment.

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 upon the 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 shall be entitled to the immediate pos-
 session of the premises and all the 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 \$150.00 and 10% of unpaid balance ----- 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 7th day of October 1922

U. H. Smith SEAL

Mayme M. Smith SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this -----
 day of October 1923 personally appeared U. H. Smith and Mayme M. Smith,
his wife,

 to me known to be the identical person ----- 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 June 10, 1924. (SEAL) Lois L. Gillespie Notary Public

I hereby certify that this instrument was filed for record in my office on 22 day of June A. D. 1923

at 3:30 o'clock P. M. Book 489, Page 166

By Brady Brown Deputy. O. G. Weaver, County Clerk

(SEAL)