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234117 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ella D. Smythe, a widow
 of Tulsa, Tulsa County, Oklahoma, part V of the first part, has
 mortgaged and hereby mortgage to Mrs. L. J. Shreck
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The West Seventy-five (75) feet of Lot Five (5), and the
 West Seventy-five (75) feet of the South Fifty (50) feet
 of Lot Six (6), all in Block One Hundred Fifty-three (153)
 of the Original Townsite, now City of Tulsa, Tulsa County,
 Oklahoma, according to the official plat thereof,

10270 10.00
 26 6 1923
 WILSON L. DEWITT, 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 Ten Thousand and No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from June 1st, 1923
 according to the terms of one certain promissory note described as follows, to-wit:

Note Dated May 23rd, 1923, and executed by Ella D. Smythe for the sum of
 Ten Thousand Dollars and bearing interest at the rate of 8 per cent per
 annum, payable semi-annually from June 1st, 1923, and becoming due and
 payable on or before five years from date, said note being made payable
 to Mrs. L. J. Shreck, or order, at the First National Bank of Tulsa, Okla-
 homa,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby
 covenant 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 party shall be entitled to the immediate pos-
 session of the premises and all the 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, will pay a
 reasonable attorney's fee of 10 per cent of the unpaid balance DOLLARS
 which this mortgage also secures,

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

Dated this 23rd day of May, 1923

Ella D. Smyth

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

Ella D. Smyth, a widow

and
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed
 the same as her 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 25 day of June, A. D., 1923
 at 1:10 o'clock P. M., Book 439, Page 178
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk