

Overbay Bros., Binders

254204 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. L. Smith and Meda B. Smith
 of Tulsa County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to W. Warren Ferrell
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The South Thirty Seven and one half (37½) feet of Lot
 One (1) Block Two (2) Highlands Addition to the city
 of Tulsa, County of Tulsa, State of Oklahoma, according
 to the recorded plat thereof.

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 Twenty Three Hundred and Thirty Nine and 42/100 (\$2339.42) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Monthly amountly from date on entire unpaid
 according to the terms of 36 certain promissory note s described as follows, to-wit:

Thirty Five Notes in the amount of \$25.00 each, due and payable
 on the 26th day of each and every month from June 26, 1923, with
 interest thereon at the rate of 8 per centum per annum, payable
 monthly on the entire unpaid balance.
 One Note in the amount of \$1564.42 due and payable in Thirty Six
 months from June 26, 1923 with interest as mentioned above.

TREASURER'S ENDORSEMENT

I hereby certify that I received 31.38 and issued
 Receipt No. 10275 in payment of mortgage
 tax on the within mortgage.
 Dated this 26 day of June 1923
WAYNE L. DIXEY, County Treasurer

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 action is brought to foreclose this mortgage, ies will pay a
\$200.00
 reasonable attorney's fee of ies DOLLARS
 which this mortgage also secures.

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

Dated this 26th day of June, 19 23

L. L. Smith

SEAL

Meda B. Smith

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ies, a Notary Public in and for said County and State on this 26th
 day of June, 19 23, personally appeared

L. L. Smith and Meda B. Smith, his wife

and ies
 to me known to be the identical person ies 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 May 14, 1927. (Seal) Grace Rebbling, Notary Public

I hereby certify that this instrument was filed for record in my office on 26 day of June, A. D., 19 23

at 10:30 o'clock A. M. Book 439, Page 184

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