

Overbay Bros. Binders

REAL ESTATE MORTGAGE

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

Lot Seven (7) in Ozarka Place Addition to the City of Tulsa,
according to the official plat thereof,

It is expressly understood that this mortgage is subject to a
first mortgage of eight hundred dollars (\$800.00), given in December
of 1922, which is a first lien on the above described property

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 ninety nine & 45/100 (\$399.45)
and Due Sept 5th 1923 DOLLARS,
with interest thereon at the rate of 10 per cent, per annum, payable Semi annually from date
according to the terms of a certain promissory note ----- described as follows, to-wit:

Copy Attached
COPY

\$399.45
Tulsa Okla. July 7, 1923
Sept 5, 1923 after date, for value received, I, we, or either of us jointly and severally
waiving grace and protest, promise to pay to the order of Ben H. Lancaster at the office of
Lancaster Lumber Co. in Tulsa, Okla. Three hundred and ninety nine & 45/100 DOLLARS with
interest from Date at the rate of 8 per cent per annum, payable annually until paid. The
interest if not paid annually, to become as principal and bear the same rate of interest;
and in case this note is placed in the hands of an attorney for collection we agree to pay
-----Dollars and ten per cent additional for the collection of the same. The endorser,
guarantors and assignors, severally waive presentment for payment, protest and notice of pro-
test thereof, for non payment of this note, and consent that time of payment may be extended
without notice.

This note is given for material purchased by us from LANCASTER LUMBER COMPANY, and
used in the erection and construction of a certain ----- located on Lot No. ----- Block No. -----
Addition to ----- Section ----- Twp. ----- Rge. ----- County of ----- State of Oklahoma

Last material delivered and used on said ----- 192-----
P. O. -----

Uriah H. Smith
Mayme M. Smith

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 party 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 a, that in the event action is brought to foreclose this mortgage, ----- will pay a
reasonable attorney's fee of One hundred DOLLARS
which this mortgage also secures.

Parties of the first part, for said consideration, do as 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 July, 1923.

Uriah 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 7th
day of July, 1923, personally appeared Uriah H. Smith

and Mayme M. Smith

to me known to be the identical persons 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 Mar. 13, 1926 (SEAL) Y. M. Cordar Notary Public

I hereby certify that this instrument was filed for record in my office on 10th day of July, A. D., 1923
at 2:00 o'clock P. M. Book 456 Page 274

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