

Overbay Bros. Binders

#235707 NS

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F. L. Bartlett, a single man,  
 of Tulsa, County, Oklahoma, part Y of the first part, haS  
 mortgaged and hereby mortgages to Ella D. Smyth  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

West half of Northeast Quarter of Southwest Quarter of  
 Northwest Quarter of Section 17, Township 19 North, Range  
 13 East, known as West Half of Lot Six (6) of Harter's  
 Sub-Division.

(Subject to a first mortgage of \$9,000.00 as shown of  
 record.)

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 Eight Hundred and Six -----  
 ----- DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable ----- annually from ----- date  
 according to the terms of one certain promissory note ----- described as follows, to-wit:

Tulsa, Oklahoma, July 12th, 1923.

Thirty days after date I promise to pay Ella D. Smyth  
 \$806.00 with interest at the rate of 10% per annum from date  
 until paid as per condition of said note of even date herewith.

Signed F. L. Bartlett.

#### TREASURER'S ENDORSEMENT

I hereby certify that I received \$116 and issued  
 Receipt No. 22617 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 13 day of July, 1923  
W. W. Stucky, County Treasurer  
C Deputy

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

Said part Y 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 One Hundred ----- DOLLARS  
 which this mortgage also secures.

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

Dated this 12th day of July, 1923.

F. L. Bartlett

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 12th  
 day of July, 1923 personally appeared F. L. Bartlett, a single man,

and -----  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed  
 the same as his 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 November 20th, 1924 (SEAL) D. C. Powers, Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of July A. D., 1923  
 at 4 o'clock P. M. Book 439, Page 292

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