

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros., Binders

#236552 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. F. Smith and Annie W. Smith, his wife,
 of Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to Davenport Ratcliffe & Bethell Inc.
 of Tulsa County, Oklahoma, part 2nd of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The East Fifty-two and one-half (52½) feet of
 Lot Six (6) Block Nine (9) Highlands Addition
 to the City of Tulsa, Oklahoma.

Subject to a first mortgage to the Aetna Bldg. & Loan
 Ass'n for Eighteen Thousand (\$18,000.00) Dollars and
 to a second mortgage to K. E. Jennings for Seventy-two
 Hundred (\$7,200.00) Dollars.

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 Five Hundred (\$500.00) and no. 100 DOLLARS,
 with interest thereon at the rate of six per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

Note dated June 15, 1923. Amount \$500.00;
 Interest at 6% from date. Due October 15, 1923.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$500.00 and issued
 Receipt No. 10516 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 26 day of July, 1923
W. W. Slurkey County Treasurer
R. B. Deputy

Evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st Shereby
 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, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of Ten (\$10.00) and 10% of unpaid Bal. DOLLARS
 which this mortgage also secures.

Part 1st 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 20th day of July, 1923.

O. F. Smith SEAL

Annie W. Smith SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July, 1923, a Notary Public in and for said County and State on this 20th
 day of July, 1923, personally appeared O. F. Smith and Annie W. Smith, his wife,

and they
 to me known to be the identical person s 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 7-26-1926 (SEAL) Vincent B. Mann Notary Public

I hereby certify that this instrument was filed for record in my office on 25 day of July, A. D. 1923
 at 1:30 o'clock P. M. Book 439, Page 364

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