

Overlay Bros., Binders

238233 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F. M. Brown, a widower  
 of Tulsa County, Oklahoma, part V of the first part, ha...S  
 mortgaged and hereby mortgage to Sophonra E. Schmidt as Guardian of Karl Desnan Schmidt  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

all of Lot numbered Two (2) in Block numbered Fourteen  
 (14) in Owan Addition to city of Tulsa, 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 Two Thousand  
eight DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable semi annually from August 16th, 1923  
 according to the terms of one certain promissory note described as follows, to-wit:

executed by first party unto second party and due August  
 16th, 1926. First party agrees to maintain fire and  
 tornado insurance on the buildings in an amount not less  
 than \$4000.00 with mortgage clause attached to such  
 policies in favor of second party who will hold such  
 policies said insurance will be maintained during time  
 said note remains unpaid.

In default of any interest on said note the note will  
 become at once due and payable and this mortgage immediately  
 foreclosed.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 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, he will pay a  
 reasonable attorney's fee of Two hundred DOLLARS  
 which this mortgage also secures.

Part V 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 16th day of August, 1923.

F. M. Brown

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 16th, 1923, a Notary Public in and for said County and State on this 16th  
 day of August, 1923, personally appeared

F. M. Brown, a widower

and he  
 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 October 21st, 1926 (Seal) Mrs. M. W. Nickel Notary Public

I hereby certify that this instrument was filed for record in my office on 17 day of August, A. D. 1923

at 1:30 o'clock P. M. Book 439, Page 474

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