

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros., Binders

238298 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Morris Lewis and Emma Lewis, husband and wife, and Jennie Tate, nee Lewis of Tulsa County, Oklahoma, part 1st of the first part ha. Y mortgaged and hereby mortgage to Sophonis E. Schmidt part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

all of the Northeast Quarter of the North-west Quarter of Section numbered Twenty-five (25) in Township numbered Nineteen (19) of Range Thirteen (13) (Jennie Tate above named hereby states as a fact that she never resided on her homestead and that she never had and has not now any intention to every occupy the same as a place of abode)

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-Hundred-Fifty DOLLARS, with interest thereon at the rate of ten per cent, per annum, payable semi annually from August 16th, 1923, according to the terms of certain promissory note described as follows, to-wit:

executed by first parties unto second party and due August 16th, 1924.

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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part ies shall be entitled to the immediate possession 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, they will pay a reasonable attorney's fee of Fifty DOLLARS which this mortgage also secures.

Part ies 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 16th day of August, 19 23
Emma Lewis

Morris Lewis SEAL
Jennie Tate SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 16th, 19 23, a Notary Public in and for said County and State on this 16th day of August, 19 23, personally appeared

Morris Lewis and Emma Lewis, husband and wife and Jennie Tate, nee Lewis and

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 24, 1927. (Seal) A. R. Marr, Notary Public

I hereby certify that this instrument was filed for record in my office on 18 day of August, A. D., 19 23 at 11:00 o'clock A. M. Book 439, Page 478

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