

Overbay Bros., Binders

238832 C.H.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, Louis B. Rotto and Amelia L. Rotto, his wife  
 of Los Angeles California County, Oklahoma, part of the first part, have  
 mortgaged and hereby mortgage to Hinnie V. Smith part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot 7, Block 6, Clinton First Addition to  
 West Tulsa, according to the recorded plat and  
 survey thereof.

11294 428  
 28 Aug 1923  
 W. W. B. County Treasurer  
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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 Seven Hundred and No/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note dated August 5th, 1923 due three years after date with  
 interest at rate of 8% per annum.

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

Said part 1st 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 and No/100 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 7th day of August, 1923.

Louis B. Rotto

SEAL

Amelia L. Rotto

SEAL

California  
 STATE OF OKLAHOMA, County of Los Angeles, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 7th  
 day of August, 1923 personally appeared

Louis B. Rotto

and Amelia L. Rotto, his wife

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 Nov. 22nd, 1925. (Seal)

A. M. Chase,

Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of August A. D., 1923  
 at 2:35 o'clock P. M. Book 439, Page 516

By Brady Brown, Deputy.

(Seal)

O.G. Weaver,

County Clerk