

#238939 NS

Overbay, J. H., Binder

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. L. Smith
 a _____ of Tulsa, _____ County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgage to Alice Tedford
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

North 37½ feet of the south 75 feet of lot
 One (1) in Block Three (3) Highland Addition
 to the City of Tulsa, Tulsa County, Oklahoma,
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 8.00 and issued
 Receipt No. 11320 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 29 day of Aug, 1923

W. W. Stacey, County Treasurer

W. W. Stacey
 County Treasurer

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 Four Hundred Thirty Five & No 100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Sem----- annually from -----
 according to the terms of One----- certain promissory note----- described as follows, to-wit:

Dated August 21st, 1923, Due, August 21st, 1924.

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 party 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, S----- will pay a
 reasonable attorney's fee of Ten & No 100 ----- DOLLARS
 which this mortgage also secures.

Part Y 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 27 day of August, 1923.

J. L. Smith ----- SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 27th
 day of Aug, 1923, personally appeared J. L. Smith

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 June 18, 1927. (SEAL) Nettie J. Powell----- Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of Aug, A. D. 1923
 at 2:30 o'clock P.M. Book 439, Page 517

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