

Overbay Bros., Binders

#238907 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. L. Smith, a Single man,
 of Tulsa, County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgages to George M. Schiek
 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, COUNTY OF OKLAHOMA
 I hereby certify that I have received 40
 Receipt No. 11320 in payment of mortgage
 tax on the within mortgage.

Dated this 29 day of Aug, 1923

W. W. Stackey, County Treasurer

68B
 Deputy

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 Nine Hundred Eighty & no 100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~monthly~~ from date
 according to the terms of 28 ----- certain promissory note ----- described as follows, to-wit:

All dated 27th day of August 1923, No from
 (1) to (28) inclusive, First note due and
 payable Sept. 27, 1923, and the 27th day of
 each month thereafter until all have been paid
 in full.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
 covenant 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 part Y 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 Twenty Five Dollars, and 10% and no. 100 ----- on the un-paid Principal. ----- DOLLARS
 which this mortgage also secures.

Part Y of the first part, for said consideration, do as ----- 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 10:10 o'clock A. M. Book 439, Page 520

By Brady Brown Deputy, O. G. Weaver County Clerk

(SEAL)