

COMPARE

MORTGAGE RECORD NO. 456

232516 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. F. Smith and Annie W. Smith, his wife
 a Tulsa County, Oklahoma, part 188 of the first part, ha VE
 mortgaged and hereby mortgage to Davenport, Ratoliffe & Bethell
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

East Half ($\frac{1}{2}$) of the South One Hundred Fifty (150) feet
 of Lot Six (6) in Block Nine (9) of the Highlands
 Addition to the city of Tulsa, Oklahoma.

I hereby certify that I received \$ 100 and have
 noted the 490.5 thereon in payment of mortgage
 on the within mortgage

Given this 6 day of June, 1923
W. L. DUFFY, County Treasurer

O. F. Smith
Annie W. Smith

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 Five Thousand and No/100 DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable date annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

note for \$5000.00 dated May 5th, 1923, payable to Davenport Ratoliffe
 & Bethell, Inc. in ninety days with interest at 10 per cent from date.

eivdenve of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 188 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.

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 188 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 Ten and No/100 and ten per cent of the amount remaining DOLLARS
 which this mortgage also secures unpaid.

Part 188 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 5th day of May, 1923

O. F. Smith SEAL

Annie W. Smith SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 4th, a Notary Public in and for said County and State on this 4th
 day of June, 1923, personally appeared

O. F. Smith and Annie W. Smith, his wife

and their
 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 May 11th, 1926. (Seal) Marie B. Kneidl, Notary Public

I hereby certify that this instrument was filed for record in my office on 5 day of June, A. D., 1923
 at 4:10 o'clock P.M. Book 430, Page 58

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