

#244066 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. R. Smith
 a _____ of Tulsa, _____ County, Oklahoma, part ies the first part, has
 mortgaged and hereby mortgage to S. M. Smith and E. A. Guise,
 of _____ part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Two (2) in Block Eleven (11) in
 Federal Heights Second Addition to City
 of Tulsa, Oklahoma, according to the
 recorded plat thereof.

TRUSTEE'S ENDORSEMENT
 I hereby certify that I received \$ 86 and issued
 Receipt 12362 for payment of mortgage
 on this _____ day of _____ 192 3
W. H. Weaver, County Treasurer
S. B.
 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 Six Hundred and Forty-five and no/100 - - - - -

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from November 5th, 1923,

according to the terms of 1 certain promissory note described as follows, to-wit:

1 note for \$645.00, dated Nov. 5th, 1923, bearing 8% interest,
 payable in installments of \$15.00 per month; said installments
 to be paid on or before the 1st day of each month hereafter
 beginning the first day of December 1923, Deferred payments to
 bear interest at the rate of 8 per cent per annum from date until
 paid. If any of the said installments become delinquent for
 60 days the entire unpaid balance shall at once become due and
 payable at the option of the holder.

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 on 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 second part ies shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, _____ will pay a
 reasonable attorney's fee of Sixty-five and no/100 - - - - - 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 5th day of November, 1923.

O. R. Smith

SEAL

Anna M. Smith,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me _____ a Notary Public in and for said County and State, on this 7th
 day of November, 1923 personally appeared O. R. Smith and Anna M. Smith,

and _____
 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 June 15, 1926. (SEAL) Arthur B. Crawford, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Nov. A. D. 192 3.

at 9:40 o'clock A. M.

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