

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John Shoefstall, a widower,of Tulsa, County, Oklahoma, part Y of the first part, ha S
mortgaged and hereby mortgage te Sophronia E. Schmidt,of part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

(1) All of the South forty-six feet of Lot Four (4) and the North
four feet of Lot Five (5) all in Block Eight (8) in Factory Addition
to the City of Tulsa, and also a strip of land fifty feet wide by
north and south and sixty-four feet long by east and west adjoining
on the west the parts of the lots above described, all the foregoing
constituting a tract of grounds a parallelogram 50 feet wide by north
and south and 130 feet long by east and west in City of Tulsa, and also

(2) Beginning six-hundred-thirty feet South and Thirty feet East of
the Northwest Corner of the Southwest Quarter of Section Six in Township
Nineteen North, of Range Thirteen East, in Tulsa County, Oklahoma, thence
South Fifty (50) feet; thence East One-Hundred-Thirty (130) feet; thence
North Fifty (50) feet; thence West One-Hundred-thirty (130) feet to the
place of beginning, all lying and situate in the City of Tulsa, Tulsa
County, Oklahoma;

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 Twenty-Six-Hundred

DOLLARS.

with interest thereon at the rate of ten per cent, per annum, payable semi- annually from September 21st, 1923.according to the terms of one certain promissory note described as follows, to-wit:

Executed by first party unto second party September 21st, 1923,
in the sum of \$2600.00 due September 21st, 1926. In event any
default occurs on said note the same becomes at once due and
payable, and this mortgage may be foreclosed. The rents and
profits of the above described realty are pledged as collateral
security for the payment of said note. First party agrees to
maintain a policy of fire and tornado in sum of not less than
\$2500.00 on each of the dwelling houses situate on above desc-
ribed tracts, with mortgage clause in favor of second party who
will hold such policies.

Upon payment of \$1300.00 second party will release one of the
above tracts, but no complete release will be given until full
payment is made.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 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 Y shall be entitled to the immediate possession of
the premises and all 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, he will pay a
reasonable attorney's fee of Two-hundred-sixty- (\$260.00) DOLLARS,
which this mortgage also secures.

Part Y of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of
the homestead, exemption and stay laws in Oklahoma.

Dated this 21st day of September, 1923.John Shoefstall SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this Twenty-first
day of September, 1923, personally appeared John Shoefstall, a widower,

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 May 24, 1927. (SEAL) A. R. Marr, Notary Public.I hereby certify that this instrument was filed for record in my office on 22 day of Sept., A.D. 1923.at 11:50 o'clock A. M.By Brady Brown Deputy, (SEAL) O.G. Weaver, County Clerk.