

REAL ESTATE MORTGAGE.

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

The South 25 feet of the north fifty feet of Lot 1 and
 the North 15 feet of the South fifty feet of Lot 1 in
 Block 46 in the original townsite of Tulsa according to
 the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$512 and issued
 Receipt No. 12712 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 30 day of Nov 1923
W. W. Sweeney, 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 Five Hundred and eighty eight & 50/100 - - - -
 - - - - - DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from November 27, 1923,
 according to the terms of 3 certain promissory note described as follows, to-wit:

Due One year from date.

The above mortgage is a third Mortgage on the above described
 property and is subject to a first mortgage held by the Farm &
 Home Savings Association on which mortgage is now all approx-
 imate balance unpaid of \$7000.00 and a the above mortgage is also
 subject to a Second mortgage held by the Security National Bank
 to the amount of \$2966.00.

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

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 that in the event action is brought to foreclose this mortgage, - - - - will pay a
 reasonable attorney's fee of One hundred - - - - 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 27 day of Nov 1923.

J. Tyler Smith SEAL
 SEAL

STATE OF OKLAHOMA, County of _____ ss:

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

and _____
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed
 the same as hand 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 13th, 1924. (SEAL) Frank J. Manley, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Nov A. D. 1923
 at 3:10 o'clock P. M.

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