

COMPARED  
#246133 NS

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Earl Smith and Laura Smith, husband and wife,  
of Tulsa, County, Oklahoma, part ies the first part, have  
mortgaged and hereby mortgage to Baker Riedt Company of McAlester, Okla.  
of part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) in Block Three (3) of Fuller and Walter Addition  
to West Tulsa, now an Addition to the City of Tulsa, in the  
County, of Tulsa, State of Oklahoma, according to the Recorded  
Plat thereof.

## TREASURER'S ENDORSEMENT

I, W. W. Shackey, Treasurer of the County of Tulsa, Oklahoma, do hereby certify that I received \$ 175.00 and issued  
this 129/3 thereon in payment of mortgage  
dated this 7 day of Dec. 1923  
W. W. Shackey, County Treasurer  
W. W. Shackey, 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 One Hundred and seventy-five (\$175.00) -----  
----- DOLLARS,  
with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date  
according to the terms of 1 certain promissory note ----- described as follows, to-wit:

Dated Dec. 6th, 1923, in amount of \$175.00, payable  
at the rate of \$25.00 per month for seven months from  
March 1st, 1924.

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 Y 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 Twentyfive (\$25.00) ----- 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 6th day of December, 1923.

Earl Smith SEAL

Laura Smith SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, -----, a Notary Public in and for said County and State, on this 6th  
day of December, 1923, personally appeared Earl Smith and Laura Smith, husband and wife,

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 Oct. 15, 1927 (SEAL) Leroy M. Wilcox, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Dec., A. D. 1923  
at 4:30 o'clock P. M.

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