

## MORTGAGE RECORD NO. 465

#246901 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I.S. Jones, a single man, a widower,  
 a \_\_\_\_\_ of Tulsa, County, Oklahoma, part Y of the first part, ha S  
 mortgaged and hereby mortgage to Sophonria 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:

All of Lot # 14 in block # 8 in Owen Addition  
 to the City of Tulsa, according to the Amended  
 Plat.

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B. Quinn

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 Seven Hundred -----

DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable semi- annually from December 15th, 1923.

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

Executed December 15th, 1923, by first party unto second party and due December 15th, 1926. First party agrees to maintain fire and tornado insurance in combine policy of not less than \$400.00 on improvements now on above named lot and to effect and maintain like insurance on any new and additional improvements placed thereon, and all policies to have mortgage clause attached in favor of second party who will hold such policies until loan is fully paid.

The income and profits of said named lot are pledged as additional security for payment of the above described note. Upon any default the note and this mortgage becomes at once due and payable.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 Seventy ----- 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 15th day of December, 1923.

I. S. Jones

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss: .

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 15th  
 day of December, 1923, personally appeared I.S. Jones, a single man, 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 July 3, 1927 (SEAL) J. Joe Perry. Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Dec., A. D., 1923  
 at 1: o'clock P. M.

By Brady Brown Deputy. O. G. Weaver, County Clerk.