

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M.F. Smith and Evelyn E. Smith, husband and wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Orville T. Eckelberger,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Five (5) in Block Five (5) in Hilldale Addition
 to the Town of Red Fork, Red Fork, Oklahoma; according to
 the recorded plat thereof.

THE MORTGAGE ENFORCEMENT
 I hereby certify that I received 9.04 and issued
 Receipt No. 3101 thereof in payment of mortgage
 tax on the within mortgage.

Dated this 28 day of Dec., 1923
W. W. Weaver, County Clerk

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 Two Hundred and Fifteen and no/100 -----
 ----- DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date

according to the terms of 14 certain promissory note, S described as follows, to-wit:

Thirteen (13) Notes for the sum of Fifteen Dollars (\$15.00) each,
 note number one falling due thirty days from the date hereof, note
 number two sixty days from the date hereof, and so on with one fifteen
 dollar note falling due every thirty days from the date hereof for
 thirteen (13) successive months, and then note number fourteen for the
 same of twenty dollars falling due fourteen months from the date hereof.
 All bearing interest at the rate of eight per cent per annum. Each note
 carrying its own interest as they become due.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 party, shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said parties 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 Ten dollars and ten per cent ----- DOLLARS,
 which this mortgage also secures.

Parties 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 18th day of December, 1923

M.F. Smith SEAL

Evelyn E. Smith SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 18th
 day of December, 1923, personally appeared M.F. Smith and Evelyn E. Smith, his 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 Sept. 15, 1927 (SEAL) B.F. Wayland Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Dec., A. D., 1923

at 1:20 o'clock P. M.

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