

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Belva A. Smith, a single woman,  
 of Tulsa, County, Oklahoma, part Y of the first part, has  
 mortgaged and hereby mortgage to Leila R. Overholser,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in Block Twenty-one (21), Orcutt, Addition  
 to the City of Tulsa; Oklahoma, according to the Recorded  
 Plat thereof.

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-five Hundred and no/100 DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Semi- annually from date  
 according to the terms of One certain promissory note described as follows, to-wit:

One certain Promissory note of even date herewith, in the  
 sum of \$2500.00, with interest at 8 per cent, per annum,  
 payable semi-annually, executed by mortgagor payable to  
 the order of the mortgagee, due three years after date.

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, she will pay a  
 reasonable attorney's fee of Two Hundred Fifty and no/100 DOLLARS,  
 which this mortgage also secures.

Part Y 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 28th day of December, 1923

Belva A. Smith SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 28th  
 day of December, 1923 personally appeared Belva A. Smith, a single woman,

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed  
 the same as her 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 September 14, 1924. (SEAL) Marie B. Ownby Notary Public.

I hereby certify that this instrument was filed for record in my office on 31 day of Dec. A. D., 1923

at 8:05 o'clock A. M.  
 By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk