

MORTGAGE RECORD NO. 465

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ed Smittle and Emma K. Smittle, his wife, and R.D. Smittle and Ona Smittle his wife, of Tulsa, County, Oklahoma, part ies the first part, have mortgaged and hereby mortgage to G. A. Brown, of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Seven (7) and Eight (8) and the East Half of the West Half of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of Section Four (4) Township Nineteen (19) North Range Fourteen (14) East;

The East half of the Southeast Quarter of Section Sixteen (16) Township Nineteen (19) North, Range Fourteen (14) East; The Southwest Quarter of Section Fifteen (15), Township Nineteen (19) North, Range Fourteen (14) East; This mortgage is given subject to any valid existing mortgages on above described land.

RECEIVED
I have on file for record
Receipt No. 13123
tax on the within mortgage
Dated this 5 day of Jan 1923
W. W. Sweeney, County Treasurer
LB 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 Thirteen Thousand and no/100

seven DOLLARS,
with interest thereon at the rate of seven per cent, per annum, payable annually from April 4, 1923.
according to the terms of fourteen certain promissory note S described as follows, to-wit:

Eight notes of \$75.00 each dated April 4, 1923, payable 4th day of each month beginning May 4, 1923, and maturing monthly until Dec. 4, 1923.
One note of \$2000.00 dated April 4, 1923 due April 4, 1924.
One note of \$2400.00 dated April 4, 1923, due April 4, 1925.
One note of \$2000.00 dated April 4, 1923, due April 4, 1926.
One note of \$2000.00 dated April 4, 1923, due April 4, 1927.
One note of \$2000.00 dated April 4, 1923, due April 4, 1928.
One note of \$2000.00 dated April 4, 1923, due April 4, 1929.

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, they will pay a reasonable attorney's fee of Ten per cent (10%) 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 4th day of April, 1923.

Ed Smittle SEAL
Emma K. Smittle
R.D. Smittle SEAL
Ona Smittle

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W.E. Laws, a Notary Public in and for said County and State, on this 26th day of May, 1923, personally appeared Ed Smittle and Emma K. Smittle, his wife, and R.D. Smittle and Ona Smittle, his wife,

and to me known to be the identical persons 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 Feby. 19, 1927. (SEAL) W.E. Laws, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of Jan. A. D., 1924

at 8 o'clock A. M.

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