

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. E. McCutchan, a single man,
of Tulsa, County, Oklahoma, part V of the first part, has
mortgaged and hereby mortgage to W. M. Smith
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 One (1) in East Highland
Addition to the City of Tulsa,

Subject to a prior encumbrance in favor of the Oklahoma
City Building and Loan Association, Oklahoma City, Okla.
for the sum of \$3500.00.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 24 and issued
Receipt No. 11808 thereon in payment of mortgage
tax on the within mortgage.
Dated this 4 day of Oct 1923
W. W. Stockey, County Treasurer
W. W. Stockey

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 Five Hundred and seventy and no/100 - - - - -
DOLLARS,
with interest thereon at the rate of eight per cent, per annum, payable date annually from one
according to the terms of certains promissory note described as follows, to-wit:

Due \$20.00 on or before the 1st day of November and a like
sum on or before the 1st day of each successive month there-
after until the full sum of \$570.00 has been paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V 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 V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, ----- will pay a
reasonable attorney's fee of \$10.00 plus 10% of the amount due. DOLLARS,
which this mortgage also secures.

Part V 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 2nd day of October, 1923.

J.E. McCutchan SEAL
SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 2nd
day of October, 1923, personally appeared J.E. McCutchan, a single man

and -----
to me known to be the identical person, he 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 Aug. 7, 1927. (SEAL) Floy Thornton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Oct. A. D. 1923
at 10 o'clock A. M.

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