

Witness my hand and official seal the day and year above set forth.

(SEAL) F. A. Singler, Notary Public.

My commission expires Oct. 13, 1926.

Filed for record in Tulsa County, Okla. on Jan. 29, 1924, at 10:30 A.M. recorded in book 481, page 476, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

249986 - BH

COMPARED

OKLAHOMA
REAL ESTATE MORTGAGE.

----- TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 206.88 and issued
Receipt No. 13520 for payment of mortgage
tax on the within mortgage.

Given in Tulsa County, Okla. Jan. 29, 1924

Know all men by these presents, that J. R. Smart, a single man, of Tulsa County, Oklahoma, party of the first part, hereby mortgages to Florence G. Lash, of Tulsa County, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of lots twenty one (21) and twenty two (22) in block one (1)
in Bullette addition to the City of Tulsa, Tulsa County, Oklahoma,
according to the recorded plat thereof;

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title of the same. This mortgage is given to secure the principal sum of three hundred fifty & no/100 dollars, with interest thereon at the rate of 10 per cent per annum, payable with note from date, according to the terms of one certain promissory note described as follows, to-wit: One promissory note dated January 25th, 1924, in the sum of three hundred fifty and no/100 (\$350.00) dollars, due July 25th, 1924 said note bearing interest at the rate of 10 per cent per annum, payable with note, from date; made by th said J. R. Smart, in favor of the said Florence E. Lash.

First. The mortgagors represent that they have fee simple title to said land, free and clear of all liens, and encumbrances, and hereby warrant the title against all persons, waiving thereby all rights of homestead exemption, and waive the appraisal of said lands in case of sale under foreclosure.

Second. If said mortgagor shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage then these presents shall become void; otherwise to remain in full force and effect.

Third: Said mortgagors agree to pay promptly when due and payable all taxes and assessments that maybe levied within the State of Oklahoma, upon said lands and tenements or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note, as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness, and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises.

And will also keep all buildings erected and to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgage herein in the sum of \$-----, as a further security for said debt, and assign and deliver to the mortgagee, all insurance upon said property, to be by it collected, as its interest may appear. In case said mortgagor shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagor agree to repay upon demand the full amount of said advances with interest thereon at the rate of