

271336-OW.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$650 and issued
Receipt No. 17245 in payment of mortgage
tax on the within mortgage.

Dated this 5 day of Nov 1924

W. W. Snuckey, County Treasurer

Deputy

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 15th day of October A. D. 1924,
between Mary L. Tinker and Frank Tinker, her husband,
of Osage County, in the State of Oklahoma, of the first
part, and Horace J. Smith, of Osage county, in the State
of Oklahoma, of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of
\$6500.00 Six Thousand Five Hundred and No/100 DOLLARS the receipt of which is hereby
acknowledged, does by these presents, Grant, Bargain, Sell and Convey unto said party of the
second part, His heirs and assigns, the following described Real Estate, situate in Osage
& Tulsa County, and State of Oklahoma, to-wit: West one-half (W $\frac{1}{2}$) of Northeast Quarter
(NE $\frac{1}{4}$) and Southeast Quarter (SE $\frac{1}{4}$) of Northwest Quarter (NW $\frac{1}{4}$) of Section 23, Township 22,
North, Range 9, East, Osage County, Okla. and Lots Ten (10) and Eleven (11) Block Twenty
three (23) in the Original Townsite of Skiatook, Tulsa County, Okla.

TO HAVE AND TO HOLD THE SAME, together with all the Appurtenances thereunto
belonging, or in anywise appertaining forever; and warrant the title to the same.

PROVIDED, Always, and these presents are upon this express condition, that,
whereas, said Mary L. Tinker and Frank Tinker, her husband, have this day executed and
delivered One certain promissory note in writing to said part of the second part, described
as follows: Five years from date \$6500.00, with interest at the rate of 7%, payable semi-
annually, payable on the 15th day of April and October each year, evidence by Ten interest
coupon attached to original note.

And the first parties agreed to keep the buildings insured for \$6500.00

And the Mortgagors agrees to pay \$650.00 Attorney's fees on foreclosure, same
to be added as costs and secured by this mortgage.

Now, if said parties of the first part shall pay or cause to be paid said party
of the second part his heirs or assigns, said sum or sums of money in the above described
note mentioned, together with the interest thereon, according to the terms and tenor of the
same, then these presents shall be wholly discharged and void; and otherwise shall remain
in full force and effect. But if said sum or sums of money, or any part thereof, or any
interest thereon, is not paid, when the same is due, or if the taxes and assessments of every
nature, which are or may be assessed and levied against said premises or any part are not
paid when the same are by law made due and payable, then the whole of said sum or sums, and
interest thereon shall, and by these presents become due and payable, and said party of the
second part shall be entitled to the possession of said premises. And the said parties of
the first part for said consideration does hereby expressly waive an appraisal of said
Real Estate and all benefit of the Homestead Exemption and Stay Laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their
hand 15th day and year first above written.

Mary L. Tinker

Frank Tinker.

STATE OF OKLAHOMA,)
COUNTY OF TULSA,) SS.

Before me the Undersigned, a Notary Public in and for said County
and State, on this 29th day of Oct 1924, personally appeared Mary L. Tinker, and Frank Tinker, her husband,
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. GIVEN UNDER MY HAND AND OFFICIAL SEAL This 29th
day of Oct. A. D. 1924.

(Seal)

Grace A. Norvell

My Commission Expires April 3, 1925

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COMPILED
PS