

## Real Estate Mortgage Record

Wardlaw-Bright-Pls.-Co., Okla.-City.

FROM

STATE OF OKLAHOMA, COUNTY, ss.

TO

This instrument was filed for record on the 2 day of  
Nov. A. D., 1929, at 5 o'clock P. M.,  
and duly recorded in book \_\_\_\_\_ on page \_\_\_\_\_By H. C. Walkley Register of Deeds.  
Deputy.

Fee, \$.

FOR THE CONSIDERATION OF One hundred twenty and no/100 (\$120.00) DOLLARS,  
the receipt of which is hereby acknowledged, Alice M. Smith  
and H. A. Smith, her husband his wife of Tulsa, Okla County, State of Oklahoma,  
first party, hereby mortgage and convey to Julius Shusa of  
Tulsa, Oklahoma Second part, the following real estate situated in Tulsa  
County, State of Oklahoma, described as follows, to-wit:

Part of Lot two (2) in Block two (2) in the town of North Tulsa, Oklahoma  
and particularly described as follows: Beginning at a point on the eastern line of Lot  
two (2) in said Block a distance of twenty (20) feet northward from the southeast corner of said lot  
and running in a northerly direction along the eastern line of said lot two (2) a distance of fifty  
feet, then running in a westerly direction parallel with the eastern line of Lot two (2) a  
distance of one hundred forty (140) feet to an alley, then easterly along the eastern line of said  
alley fifty (50) feet, then in an easterly direction and parallel with the eastern line of Lot two  
(2) a distance of one hundred forty (140) feet to the place of beginning according to the  
Goverment plat and survey thereof

together with all rents and profits therefrom and all improvements, appurtenances, now or hereafter in anywise belonging thereto; and the said  
first party hereby warrants the title thereto against all persons whomsoever. This mortgage is given as security for the performance of the cov-  
nants herein, and the payment of said second party, successors or assigns the principal sum of

One hundred twenty (\$120.00) Dollars on the first day of May 3rd 1929.  
Dollars on the first day of \_\_\_\_\_ 19\_\_\_\_.  
Dollars on the first day of \_\_\_\_\_ 19\_\_\_\_.

Mortgagee reserves the right to pay above note any time prior to maturity.

with interest thereon at the rate of eight per cent per annum until maturity, and at Ten per cent per annum after maturity, said interest to be  
paid \_\_\_\_\_ annually, principal and interest payable at the office of Julius Shusa according to  
the conditions of the \_\_\_\_\_ promissory note of the said Alice M. Smith and H. A. Smith  
for said amount made and delivered unto said second party, being of even date herewith, and due as above stated.

The said first party shall not commit or suffer waste, shall pay all taxes and assessments upon said property, to whomsoever assessed, including  
personal taxes, before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party for at least X X

Dollars, delivering all policies and renewal receipts to said second party; and upon the satisfaction of this  
mortgage will accept from the mortgagee a duly executed release of the same, have it recorded and pay for the recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said  
second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be nec-  
essary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. And in case of default,  
said second party may take immediate possession of said premises; and if suit is commenced to foreclose this mortgage, the said second party shall  
be entitled to have a receiver appointed to take charge of said real estate during such litigation and the period of redemption from sale there-  
under, accounting to the mortgagee for the net income, only, applying the same in payment of any part of the debt secured hereby remaining unpaid,  
and upon sheriff's sale said first party waives the platting of homestead and agrees that said land may be sold in one body. All money paid by second  
party for insurance, taxes or assessments upon said property, or for taxes which may hereafter be levied upon this mortgage, and expense of con-  
tinuation of abstract, and all expenses and attorneys fees incurred by said second party and assigns by reason of litigation with third parties to pro-  
tect the lien of this mortgage, shall be recoverable against said first party, with penalties upon tax sales, and shall bear interest at the rate of Ten per  
cent per annum, payable semi-annually, and be secured by this mortgage as a part of the mortgage debt.

And in case of foreclosure hereof, said first parties hereby agree to pay the sum of \_\_\_\_\_ Dollars,  
attorney's fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waive the appraisalment of  
said real estate and all benefits of the homestead and stay laws of the state.

Dated this 3rd day of November 1929.

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

On the 3rd day of November A. D., 1929, before me A. B. Davis  
a Notary Public in and for said County and State personally appeared Alice M. Smith and  
H. A. Smith, her husband who personally to me known to be the  
identical person who executed the within and foregoing instrument as grantor, and acknowledged to  
me that they they executed the same as their free and voluntary act and deed for the  
uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Tulsa  
Oklahoma, on the day and date last above written.

Seal  
My Notarial Commission expires November 1st 1931.

A. B. Davis Notary Public.  
1931.

STATE OF OKLAHOMA, COUNTY, ss.

On the \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_, before me \_\_\_\_\_  
a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and  
\_\_\_\_\_ personally to me known to be the identical person  
who executed the within and foregoing instrument as grantor, and acknowledged to me that  
executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at \_\_\_\_\_  
on the day and date last above written.

\_\_\_\_\_  
Notary Public.

My Notarial Commission expires \_\_\_\_\_ 19\_\_\_\_.

For value received, I acknowledge said first party and payment in full of the  
within mortgage, and same is hereby released.

Signed and acknowledged before me Dec 29 1929