

The News-Bulletin Print & Audit Co., Oklahoma City

219257 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Willis Goodwin and Ethel Goodwin, his wife,

a of Tulsa County, Oklahoma, part 108 of the first part, ha 78

mortgaged and hereby mortgage to W. E. Davis

of part 7 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North Fifty feet (50) of Lots Twenty three (23) and Twenty four (24), Block Six (6) Midway Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage given subject to a first mortgage given to the Tulsa Building & Loan Asso., dated January 15th, 1923, in the sum of \$3000.00.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 120 and issued Receipt No. 7242 therefor in payment of mortgage tax on the within mortgage.

Dated this 16 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

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

Twelve Hundred Fifty and no/100 (\$1250.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly from February 15th, 1923

according to the terms of 63 certain promissory note S described as follows, to-wit:

Notes numbering from 1 to 62 inclusive for the sum of Twenty (\$20.00) Dollars and interest from maturity, payable monthly on the 15th, day of each and every month thereafter, and note number 63 for the sum of Ten (\$10.00) Dollars and interest from maturity, payable thirty (30) days thereafter.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 hereby covenant S 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.

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 7 shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 108 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of DOLLARS, which this mortgage also secures.

Part 108 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 15 day of January 23, 19

Willis Goodwin SEAL

Ethel Goodwin SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 15 day of Jan. 23, 1923, personally appeared

Willis Goodwin

and Ethel Goodwin, his wife,

to me known to be the identical person S 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 hand and official seal the day and year last above written.

My commission expires Jan. 28, 1925. (Seal) A. B. Crews, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Jan. A. D. 1923 at 3:45 o'clock P. M. Book 402, Page 317

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