

THE NEWSPAPER PRINT &amp; ALUMINUM CO., SHAWNEE, OKLA.

222553 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Everett J. Davidson and Zella Mae Davidson his wife,

a \_\_\_\_\_ of Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, have mortgaged and hereby mortgage to Julien Halffof \_\_\_\_\_, part <sup>y</sup> of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Numbered Three (3) and Four (4) in Block Seven (7)  
in Orchard Addition to the city of Tulsa, Tulsa County,  
Oklahoma, according to the recorded plat thereof.

## TREASURER'S RECEIPT

I hereby certify that I received \$.<sup>20</sup> and turned  
Receipt No. 7879 in payment of mortgage  
tax on the within mortgage.

Dated this 23 day of Feb. 1923

WAYNE L. DICKEY, County Treasurer

Deputy

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 (\$500.00) No/100

DOLLARS

with interest thereon at the rate of Ten per cent, per annum, payable semi-annually from \_\_\_\_\_ date

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

\$500.00

Tulsa, Oklahoma,  
February 23, 1923.

One note dated Feb. 23, 1923, in the sum of \$500.00 due Three years after date,  
with interest at the rate of 10% per annum, payable semi-annually from date,  
payable to the order of Julien Halff.

Signed Everett J. Davidson  
Zella Mae Davidson

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> hereby covenant 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, 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 <sup>y</sup> shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part <sup>ies</sup> of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of \$15.00 and 10% of principal sum DOLLARS, which this mortgage also secures.

Part <sup>ies</sup> 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 23rd day of February, 1923.

Everett J. Davidson SEAL

Zella Mae Davidson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 23rd day of February, 1923, personally appeared \_\_\_\_\_

Everett J. Davidson  
and Zella Mae Davidson His Wife

to me known to be the identical person <sup>s</sup> 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 signature and official seal the day and year last above written.

My commission expires May 3, 1924. (Seal) J. R. Clark Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Feb. A. D., 1923 at 11:25 o'clock A. M. Book 402, Page 548

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