

#222927 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Henry A. Davis and Eva Myrle Davis, his wife,
x of Skiatook, xxx Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to William H. Givens,
xx part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

TREASURER'S INTEREST
 I hereby certify that I received \$ 5.40 as had
 been No. 7926 in payment of mortgage
 tax on the within mortgage.
 Dated this 23 day of Feb 1923
WAYNE L. DICKEY, County Treasurer
a j Deputy

Lots Thirteen (13) Fourteen (14) Fifteen
 (15) and Sixteen (16) in Block Fifteen (15)
 in the original Town of Skiatook, Tulsa
 County, Oklahoma.

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 One Thousand and 00/100 -- (\$1000.00) ----- DOLLARS
eight
 with interest thereon at the rate of eight per cent, per annum, payable annually from Date
 according to the terms of two certain promissory notes described as follows, to-wit:

One Dated Feby. 26, 1923, and Due Feby. 26, 1924, for \$500.00

" " " " " " " Feby. 26, 1925, " \$500.00

Each payable to W.H. Givens and signed by the makers hereof.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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.

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

Said parties 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 Fifty and 00/100 ----- DOLLARS,
 which this mortgage also secures.

Parties 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 26 day of February, 1923.

Henry A. Davis, SEAL

Eva Myrle Davis, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 26
 day of February, 1923, personally appeared Henry A. Davis, and Eva Myrle Davis,
his wife,

xxx
 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.
 Witness my xxx hand and official seal the day and year last above written.

My commission expires Feby. 23, 1924. (SEAL) Frank F. Cochran, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Feby. A. D., 1923
 at 1:40 o'clock P.M. Book 402, Page 561

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