

COMPARED

MORTGAGE RECORD NO. 439

223672 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. T. York and Mary R. York, his wife.

a _____ of Tulsa County, Oklahoma, part V of the first part, ha. S
 mortgaged and hereby mortgage/to Mary P. Davis and W. M. Wilson
 of _____ part S of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) Block Seven (7) Davis-Wilson Heights
 Add. to the city of Tulsa according to the amended
 plat thereof.

RECORDED
 I hereby certify that I received \$24.00 and have
 Receipt No. 8675 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 7 day of March 1923.
 WAYNE L. DONEY, County Treasurer
W. L. Doney

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 and fifty dollars (\$1250.00)

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable at maturity annually from _____ date _____

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

One note dated Feb. 28, due May 1, 1923, for \$1250.00

This mortgage is given subject, and is inferior, to a certain mortgage for \$1250.00
 and interest, given by said parties - to --

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V 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 thereon, 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 S shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of Forty (\$40.00) DOLLARS,
 which this mortgage also secures.

Part S 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 28 day of Feb., 1923.

C. T. York

SEAL

Mary R. York

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 28th
 day of February, 1923, personally appeared _____

C. T. York and Mary R. York, his wife

and _____
 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 signature and official seal the day and year last above written.

My commission expires Sept. 29, 1924. (Seal) Winnifred McMichael, Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of March A. D., 1923
 at 8:10 o'clock A. M. Book 439, Page 12
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.