

#223801 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Dave Davidson,
 of the City of Tulsa of Tulsa, County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgages to C. T. York,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

TELEPHONE ENVELOPMENT
 I hereby certify that I received \$160.00
 from the 8149 transfer in payment of mortgage
 tax on the within part Y
 Dated this 8 day of March 1923
WAYNE L. DUCKEY, County Treasurer
WLD
 Deputy

Lot # 1, Blk. # 7, Davis
 Wilson Heights Add. to the
 City of Tulsa According to
 the amended plat thereof.

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 Four Thousand dollars (\$4,000.00)

DOLLARS.

with interest thereon at the rate of 5 per cent. per annum, payable annually from date

according to the terms of ten certain promissory notes described as follows, to-wit:

The note dated Feb. 28, 1923.	Due May 28, 1923	for \$400.00
" " " Feb. 28, 1923.	" Aug " " "	\$400.00
" " " " " " " "	" Nov " " "	\$400.00
" " " " " " " "	" Feb. " 1924	\$400.00
" " " " " " " "	" May " " "	\$400.00
" " " " " " " "	" Aug " " "	\$400.00
" " " " " " " "	" Nov " " "	\$400.00
" " " " " " " "	" Feb. " 1925	\$400.00
" " " " " " " "	" May " " "	\$400.00
" " " " " " " "	" Aug. " " "	\$400.00

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

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

Part Y of the first part, for full consideration, do hereby expressly waive appraisement of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma. And does declare that it is not his homestead or never
 has been.

Dated this 28th day of Feb., 1923.

Dave Davidson, SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, February 28th, 1923, personally appeared Dave Davidson,

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed

the same as his 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 8 day of March, A. D., 1923.

at 8:15 o'clock A. M. Book 439, Page 18.

By Brady Brown, Deputy. C. Q. Weaver, County Clerk.

(SEAL)