

COMPARED

228380 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. I. Davis and Stella Davis his wife

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

mortgaged and hereby mortgage to D. F. Don

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

Lot Thirteen (13) Block Twenty two (22) College Addition
to the City of Tulsa, according to the recorded plat
thereof.

I hereby certify that I have received \$138 and have
Receipt No. 9038 in payment of mortgage
tax on the within premises.

Dated this 23 day of April, 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

Twenty three Hundred (\$2300.00) and No/100

DOLLARS,

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

according to the terms of 36 certain promissory notes described as follows, to-wit:

Thirty five (35) notes for Twenty five dollars (\$25.00) each the first note due and
payable on May 20th 1923 and one note due and payable on the 20th of each and every
month thereafter and one note for Fourteen Hundred and Twenty five (\$1425.00) dollars
payable on April 20th, 1927.

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

Said part 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 Ten per cent and Twenty five and No/100 DOLLARS,
which this mortgage also secures.

Part 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 20th day of April, 1923

L. I. Davis SEAL

Stella Davis SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 20th
day of April, 1923, personally appeared

L. I. Davis

and Stella Davis, his wife

to me known to be the identical per. on. who executed the within and foregoing instrument and acknowledged to me that they executed
their the same as 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 Jan. 16, 1927. (Seal) J. O. Dikis, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of April A. D., 1923
at 11:40 o'clock A. M. Book 433, Page 359

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