

The News Dispatch Printing &amp; Job Co., Tulsa, Okla.

224075 C.M.J.

## COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. A. West and Edith West, his wife

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

The West forty-seven (47) feet of the east ninety-three (93) feet lot five (5) and the west forty-seven (47) feet of the east ninety-three (93) feet of the south fifty (50) feet lot six (6), Block three (3), Pleasant View Addition to the city of Tulsa, Tulsa County Oklahoma, according to the recorded plat thereof.

I hereby certify that this instrument was filed for record in my office on this 10th day of March, 1923, at 10:00 o'clock A. M. Book 439, Page 36.  
 O. G. Weaver, County Clerk.

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 \_\_\_\_\_

Seventeen hundred fifty and 00/100

DOLLARS.

with interest thereon at the rate of <sup>8</sup> per cent, per annum, payable <sup>semi-</sup> annually from March 9th, according to the terms of <sup>49</sup> certain promissory note<sup>s</sup> described as follows, to-wit:

The first note of sixty (\$60.00) dollars to become due April 9th, 1923 and the second note of sixty (\$60.00) dollars to become due May 9th, 1923 and forty-six (46) notes of thirty-five (\$35.00) dollars each falling due every thirty days thereafter and the forty-ninth note to be twenty (\$20.00) dollars.

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, 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 party 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 Fifteen and 00/100 dollars & ten percent of the amount due \_\_\_\_\_ 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 9th day of March, 1923

L. A. West \_\_\_\_\_ SEAL

Edith West \_\_\_\_\_ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

L. A. West

and Edith West, 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 Jan. 15th, 1927. (Seal) D. C. Lanre, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of March, A. D., 1923

at 10:00 o'clock A. M. Book 439, Page 36

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