

#229789 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clifford Shupert, and Mildred E. Shupert, his wife,a _____ of Tulsa, County, Oklahoma, parties of the first part, heremortgaged and hereby mortgage to A.L. Davis,of _____ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Nine (9) in Block Three (3) in
Orcutt Addition to the City of Tulsa, Oklahoma,
according to the recorded plat thereof.

No.	Due	Amount.	No.	Due	Amount.	No.	Due	Amount.
37	6-1-26	\$155.00	46	3-1-27	\$147.50	56	1-1-28	\$139.17
38	7-1-26	154.17	47	4-1-27	146.67	57	2-1-28	138.34
39	8-1-26	153.34	48	5-1-27	145.84	58	3-1-28	137.50
40	9-1-26	152.50	49	6-1-27	145.00	59	4-1-28	136.67
41	10-1-26	151.67	50	7-1-27	144.17	60	5-1-28	1635.84
42	11-1-26	150.84	51	8-1-27	143.34			
43	12-1-26	150.00	52	9-1-27	142.50			
44	1-1-27	149.17	53	10-1-27	141.67			
45	2-1-27	148.34	54	11-1-27	140.84			
			55	12-1-27	140.00			

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 Nine Thousand and no/100 (\$9,000.00)

DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable sixty annually from maturityaccording to the terms of sixty certain promissory note 8 described as follows, to-wit:

No.	Due	Amount.	No.	Due	Amount.	No.	Due	Amount.
1	6-1-23	\$185.00	13	6-1-24	\$175.00	25	6-1-25	\$165.00
2	7-1-23	184.17	14	7-1-24	174.17	26	7-1-25	164.17
3	8-1-23	183.34	15	8-1-24	173.34	27	8-1-25	163.34
4	9-1-23	182.50	16	9-1-24	172.50	28	9-1-25	162.50
5	10-1-23	181.67	17	10-1-24	171.67	29	10-1-25	161.67
6	11-1-23	180.84	18	11-1-24	170.84	30	11-1-25	160.84
7	12-1-23	180.00	19	12-1-24	170.00	31	12-1-25	160.00
8	1-1-24	179.17	20	1-1-25	169.17	32	1-1-26	159.17
9	2-1-24	178.34	21	2-1-25	168.34	33	2-1-26	158.34
10	3-1-24	177.50	22	3-1-25	167.50	34	3-1-26	157.50
11	4-1-24	176.67	23	4-1-25	166.67	35	4-1-26	156.67
12	5-1-24	175.84	24	5-1-25	165.84	36	5-1-26	155.84

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, that _____ will pay a reasonable attorney's fee of Nine Hundred and no/100 (\$900.00) 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 1st day of May, 1923.Clifford Shupert SEAL.Mildred E. Shupert SEAL.STATE OF OKLAHOMA, County of Tulsa, ss:Before me, _____, a Notary Public in and for said County and State, on this 7thday of May, 1923, personally appeared Clifford Shupert and Mildred E.Shupert, his wife,

xxx

to me known to be the identical person 8 who executed the within and foregoing instrument and acknowledged to me that they executedthe 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. 3, 1925. (SEAL) R.C. Lamprich Notary Public.I hereby certify that this instrument was filed for record in my office on 7 day of May, A. D., 1923at 3:30 o'clock P. M. Book 439, Page 482By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk.