

COMPARED

## MORTGAGE RECORD NO. 439

230049 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. Pepis

a \_\_\_\_\_ of Tulsa, Tulsa County, Oklahoma, part Y of the first part, ha<sup>s</sup>  
 mortgaged and hereby mortgage<sup>s</sup> to Elias Davis and Martha Davis  
 of \_\_\_\_\_ part ies of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

South 100 feet of Lots 10 and 11 in Block 12, Factory  
 Addition to the city of Tulsa, Oklahoma, according to  
 the recorded plat thereof,

TREASURER'S RECEIPT  
 I hereby certify that I received \$2.00 from the  
 Receipt No 9701 therefor in payment of mortgage  
 tax on the within mortgage  
 Dated 10 day of May 1923  
W. L. BERRY County Treasurer  
W. L.

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 \_\_\_\_\_

Two Thousand

DOLLARS,

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

according to the terms of eighty certain promissory note<sup>s</sup> described as follows, to-wit:

One note in the sum of \$25.00 due June 1, 1923, with interest at the rate of 8% per annum from May 1, 1923, payable semi-annually, and a like note for like amount and interest payable on the first day of each month thereafter, the last note being due and payable January, 1930, each note containing a waiver of notice of protest and agreement to pay attorney's fee and court cost, and all other expenses incurred in the collection thereof. Each of said notes being given as a part of the purchase price of said property, which said property is not to be used or intended as the homestead of the grantee.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenant<sup>s</sup> and agree<sup>s</sup> 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 es shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part Y of the first part hereby agree<sup>s</sup>, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of Two Hundred DOLLARS, which this mortgage also secures.

Part Y of the first part, for said consideration, do<sup>es</sup> 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.

A. Pepis

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 9th day of May, 1923, personally appeared

A. Pepis

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 Nov. 27, 1924. (Seal) Anna C. McClure, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of May, A. D., 1923  
 at 4:30 o'clock P. M. Book 439, Page 496  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.