

COMING

230458 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. W. Kanaday and Etta Kanadaya _____ of Tulsa County, Oklahoma, part ies of the first part, ha. vemortgaged and hereby mortgage to J. E. Davisof _____ part 7 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) Block Ten (10) Woodard Park
Addition to the city of Tulsa, according to the
recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1420.00 and issued
Receipt No. 9482 therefor in payment of mortgage
tax on the within mortgage.

Dated this 15 day of May, 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 _____

Of Seven Hundred and Four and 65/100 Dollars (\$704.65)

DOLLARS,

with interest thereon at the rate of 8 1/2 per cent, per annum, payable annually annually from _____ date hereofaccording to the terms of one certain promissory note _____ described as follows, to-wit:

Dated May 3th, 1923, signed by E. W. Kannaday and Etta Kannaday. For the sum of
\$704.65, with 8% interest, payable annually, and becoming mature on the 4th,
day of May 4th, 1926.

It is understood and agreed that the maker of the above note could have the
privilege of making payments on same at any time.

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

Said part ies 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 \$25.00 _____ DOLLARS,
which this mortgage also secures.

Part 7 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 3rd day of May, 19 23

E. W. Kanaday

SEAL

Etta Kanaday

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 11th
day of May, 19 23, personally appeared _____

E. W. Kanaday and Etta Kanaday his wife

and _____

to me known to be the identical person s 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 July 18th, 1923. (Seal)

G. J. Patterson,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of May, A. D., 19 23at 3:10 o'clock P. M. Book 439, Page 530By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.