

## COMPARED

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This Mortgage is given to secure the principal sum of NINE HUNDRED & NO/100 (\$900.00) Dollars, with interest thereon at the rate of eight per cent per annum, payable annually from date according to the terms of three certain promissory notes described as follows, to-wit:

One note in the principal sum of \$300.00 dated April 16th, 1923, due six months from date, bearing interest at the rate of eight per cent from date, signed by Walter Davison.

One note in the principal sum of \$300.00 dated April 16th, 1923, due twelve months from date, bearing interest at the rate of eight per cent from date, signed by Walter Davison,

One note in the principal sum of \$300.00 dated April 16th, 1923, due eighteen months from date, bearing interest at the rate of eight per cent from date, signed by Walter Davison.

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: that said first party hereby covenants and agrees 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 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 said second party shall be entitled to the immediate possession of the premises and all rents and profit thereof.

Said party of the first part hereby agrees that in the event action is brought to foreclose this mortgages will pay a reasonable attorney's fee of Ten per cent of principal sum of notes which this mortgage also secures.

Party of the first part, for said consideration, does hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 16th, day of April 1923.

Walter Davison.

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS BEFORE ME, A Notary Public, in and for said County and State, on this 16th, day of April 1923, personally appeared, Walter Davison, to me personally 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 May 17th, 1924.

(seal) M. E. Terrell, Notary Public.

ASSIGNMENT

In consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, to me paid, receipt of which is hereby acknowledged, I, E. J. Brennan, Mortgagee in the within and foregoing real estate mortgage, do hereby sell, assign,