

Overbay Bros. Binders

234455 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS That David H. Aston and his wife Elma Sharp Aston
of Tulsa, Tulsa County, Oklahoma, part ies of the first part, have
mortgaged and hereby mortgage to Theodore Cox, S. W. Parish, Nettie F. Castle
of Tulsa County, Oklahoma, part ies of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The East One Hundred and Forty feet (140) of L. t
Twenty-two (22) in Block One (1) Ridgewood Addition
to the city of Tulsa, Oklahoma, according to the
recorded plat thereof,

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 Twenty-four Hundred and No/100 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
according to the terms of four certain promissory notes described as follows, to-wit:

Four notes made to Theodore Cox, S. W. Parish, N. F. Castle, payable
at the Exchange National Bank, with interest at 8%, as follows: Note
#1 for \$400.00, due on November 1, 1922, #2 for \$600.00 due January
1, 1923, #3 for \$800.00, due June 1, 1923, and #4 for the sum of \$700.00
due on November 1, 1923.

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 upon the premises. and to insure, and keep insured in favor of
second part, 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 mort-
gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ies will pay a
reasonable attorney's fee of Twenty-four Hundred and No/100 DOLLARS
which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of
the homestead, exemption and stay laws in Oklahoma.

Dated this 5th day of October, 19 22

David H. Aston

Elma Sharp Aston

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Oct. 19 22, a Notary Public in and for said County and State on this 5th
day of Oct. 19 22 personally appeared

David H. Aston and Elma Sharp Aston, his wife

and S who executed the within and foregoing instrument and acknowledged to me that they executed
to me known to be the identical person S 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. 18th. 1924. (Seal) Hazel I. Shanks. Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of June A. D., 19 23

at 12:00 o'clock - M. Book 439, Page 203
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk