

Overbury Bros., Binders

#235471 NS **INTERNAL REVENUE
COMPARED**

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ira D. Mosley and C. Pauline Mosley, his wife,
 of Tulsa, Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to A. L. Davis,
 of Tulsa, party of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The East Forty (40) feet of Lot Nine (9) in Block Two (2)
 in Oroutt Addition to the City of Tulsa, Tulsa County, State
 of Oklahoma, according to the recorded plat thereof, and all
 of the South Twenty (20) feet of the East Forty (40) feet of
 Lot Ten (10) Block Two (2) in the Oroutt Addition to the
 City of Tulsa, Tulsa County, State of 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 Fifteen Hundred and no/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 7 1/2 per cent, per annum, payable Monthly -----
 according to the terms of 24 ----- certain promissory notes ----- described as follows, to-wit:

No.	Due	Amount.	No.	Due	Amount.
1	1-Mo.	52.50	13	13-Mo.	48.50
2	2-Mo.	52.17	14	14-Mo.	48.17
3	3-Mo.	51.84	15	15-Mo.	47.84
4	4-Mo.	51.50	16	16-Mo.	47.50
5	5-Mo.	51.17	17	17-Mo.	47.17
6	6-Mo.	50.84	18	18-Mo.	46.84
7	7-Mo.	50.50	19	19-Mo.	46.50
8	8-Mo.	50.17	20	20-Mo.	46.17
9	9-Mo.	49.84	21	21-Mo.	45.84
10	10-Mo.	49.50	22	22-Mo.	45.50
11	11-Mo.	49.17	23	23-Mo.	45.17
12	12-Mo.	48.84	24	24-Mo.	584.83.

TREASURER'S ENGAGEMENT

I hereby certify that I received \$60. and issued
 Receipt No. 20570 in payment of mortgage
 tax on the within mortgage.

Dated this 11 day of July, 1923
W. W. Stulkey, County Treasurer
E. L. S.
 Per ty

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 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 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 party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said parties 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 /// As provided in said notes ----- 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 11th day of July, 1923.

Ira D. Mosley SEAL

C. Pauline Mosley, 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 July, 1923, personally appeared Ira D. Mosley and C. Pauline Mosley,
his wife,

and -----
 to me known to be the identical persons 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 March 23, 1926. (SEAL) Mrs. J. Burnett, Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of July, A. D., 1923
 at 1 o'clock P. M. Book 430, Page 260
 By Brady Brown Deputy. O. G. Weaver, County Clerk
 (SEAL)