

Overpay, Borrowers

#235628 NS COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Grace E. Davis and R. T. Davis, (her husband) of Tulsa, Tulsa County, Oklahoma, part 1st the first part, have mortgaged and hereby mortgage to Richard Flood of Tulsa, Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Fifty (50) feet of Lots Thirteen (13) and Fourteen (14), in Block Five (5) North Moreland Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$25.00 and issued Receipt No. 2262 therefor in payment of mortgage due on the within mortgage.

Dated this 14 day of 7 1923
W. W. Stucky, County Treasurer
R. B. Deputy

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 Five Hundred and no/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable on each xxxxxxxx \$15.00 payment from date according to the terms of 23 certain promissory note described as follows, to-wit:

Thirty two notes for Fifteen Dollars each and one for Twenty Dollars, dated June 12th, 1923, signed by Grace E. Davis and R.T. Davis, First note due and payable June 12th, 1928 and one due and payable on the 12th day of each month thereafter until the full amount is paid, with interest at the rate of 8 per cent payable on each Fifteen Dollar payment.

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 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 the second party shall be entitled to the immediate possession 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 of \$25.00 and 10 per cent of the full amount unpaid which this mortgage also secures.

Part 1st 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 12th day of June, 1923

Grace E. Davis SEAL

R. T. Davis SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, a Notary Public in and for said County and State on this 12th day of June, 1923, personally appeared Grace E. Davis, and R.T. Davis, (her husband)

xxx 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 December 2, 1926 (SEAL) Lula A. Cofer Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of July A. D. 1923 at 12 o'clock - M. Book 439, Page 259
 By Brady Brown Deputy O. G. Weaver County Clerk (SEAL)