

235934 DLE.

COMPARED

Overlook Park Addition

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edwin Davis and Brady Davis his wife
 a Tulsa, Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to P. W. Cunningham
 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:

Lots Five (5) and Six (6) in Block Four (4) of Overlook Park Addition
 to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded
 plat thereof.

Thirty Seven (37) notes dated as of July 17, 1923 bearing interest at
 the rate of eight (8) per cent per annum from date, first note due
 August 17th, 1923, and consecutively every 30 days thereafter until
 all are paid, interest on all payable semi-annually.

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 Eighteen Hundred Fifty (\$1850.00)
 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Semi-annually from date
 according to the terms of 37 certain promissory notes as described as follows, to-wit: as above.

First note dated as of July 17th-1923
 Interest 8% per annum, each consecutive note due every 30 days
 thereafter until all are paid

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,128 and issued
 Receipt No. 12687 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 15 day of 7, 1923
W. W. Stucky, County Treasurer
P. B.
 Deputy

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
 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, will pay a
 reasonable attorney's fee of Ten & no/100 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 17th day of July, 1923

Brady Davis SEAL

Edwin Davis SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Chas N. Provence, a Notary Public in and for said County and State on this 17th
 day of July, 1923 personally appeared Brady Davis and Edwin Davis her husband

and they
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed
 the same as of 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 June 4th 1927 (SEAL) Chas N. Provence Notary Public

I hereby certify that this instrument was filed for record in my office on 17th day of July, A. D., 1923
 at 1 o'clock P.M. Book 439, Page 309
 By Brady Brown Deputy (SEAL) O. G. Weaver County Clerk