

232170 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elias Davis and Martha Davis, his wife
 of Tulsa County, Oklahoma, part^{ies} of the first part, ha^{ve}
 mortgaged and hereby mortgage to Paul D. Barr
 of 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:

All of Lot Twenty (20) and Twenty One (21) of Rothammer's
 Sub-division of the West half (W¹/₂) of Block Twenty-seven
 (27) of West Tulsa an addition to the city of Tulsa,
 Oklahoma. According to the recorded plat thereof.

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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 Seven Hundred (\$2700.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date
 according to the terms of 90 certain promissory note S described as follows, to-wit:

All of the above notes dated June 1st, 1923, the first note due
 and payable on or before July 1st, 1923, bearing 8% interest
 from date, and one note due each month thereafter until all notes
 are paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} 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 part^y 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, Two Hundred (\$200.00) will pay a
 reasonable attorney's fee of Two Hundred (\$200.00) DOLLARS
 which this mortgage also secures.

Part^{ies} 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 1st day of June, 19 23

Elias Davis SEAL
Martha Davis SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:
 Before me, June 1st, 19 23, a Notary Public in and for said County and State on this 1st
 day of June, personally appeared
Elias Davis
 and Martha Davis, husband & wife
 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 March 15th, 1927. (Seal) W. J. Mason, Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of June A. D., 19 23
 at 4:00 o'clock P. M. Book 439, Page 35
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk