

Overhay Bros. Binders

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 28 of the first part, have
 mortgaged and hereby mortgage to P. A. McNeal
 of part 12 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 \$ 374 and issued
 Receipt No. 12-61-7 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 26 day of 7 1923

W. W. Stucky, County Treasurer
P. A. B.

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 Eight Hundred and Seventy Three and 60/100
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 1 certain promissory note described as follows, to-wit:

One note for Eight Hundred and Seventy Three and 60/100
 Dollars payable at the rate of Fifteen Dollars per month 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 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 128 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 \$25.00 and 10 per cent on the full amount unpaid which this mortgage also secures.

Part 128 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, _____, 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)

and
 to me known to be the identical person 8 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 25 day of July, A. D. 1923
 at 10:15 o'clock A. M. Book 439, Page 362

By Brady Brown Deputy, (SEAL) O. G. Weaver, County Clerk