

COMPARED

Overbay Bros. Binders

237554 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frances E. Cooper and Carl D. Cooper, her husband of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to A. L. Davis part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The East Sixty (60) feet of Lot Numbered Sixteen (16) in Block Numbered Fifteen (15) in the Orcutt Addition to the city of Tulsa, Tulsa County, State of Oklahoma, according to the official recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 2.00 and issued Receipt No. 11005 therefor in payment of mortgage tax on the within mortgage.

Dated this 7 day of Aug, 1923

W W Stucky, County Treasurer

P S 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

Twenty five hundred

DOLLARS,

with interest thereon at the rate of 9 per cent, per annum, payable Monthly from date hereof according to the terms of 48 certain promissory note S described as follows, to-wit:

No. 1. \$58.75	No. 14. \$54.85	No. 27. \$50.95	No. 40. \$47.05
" 2. 58.45	" 15. 54.55	" 28. 50.65	" 41. 46.75
" 3. 58.15	" 16. 54.25	" 29. 50.35	" 42. 46.45
" 4. 57.85	" 17. 53.95	" 30. 50.05	" 43. 46.15
" 5. 57.55	" 18. 53.65	" 31. 49.75	" 44. 45.85
" 6. 57.25	" 19. 53.35	" 32. 49.45	" 45. 45.55
" 7. 56.95	" 20. 53.05	" 33. 49.15	" 46. 45.25
" 8. 56.65	" 21. 52.75	" 34. 48.85	" 47. 44.95
" 9. 56.35	" 22. 52.45	" 35. 48.55	" 48. 624.65
" 10. 56.05	" 23. 52.15	" 36. 48.25	
" 11. 55.75	" 24. 51.85	" 37. 47.95	
" 12. 55.45	" 25. 51.55	" 38. 47.65	
" 13. 55.15	" 26. 51.25	" 39. 47.35	

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 part 1st of the first part hereby agree that in the event action is brought to foreclose this mortgage, 1st will pay a reasonable attorney's fee of one hundred DOLLARS 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 First day of August, 1923

Frances E. Cooper

SEAL

Carl D. Cooper

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Carl L. Rice, a Notary Public in and for said County and State on this First day of August, 1923 personally appeared

Frances E. Cooper

and Carl D. Cooper, husband and 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 Feb. 23, 1926. (Seal)

Carl L. Rice

Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of August, A. D., 1923 at 4:15 o'clock P. M. Book 430, Page 420
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk