

Overday Bros., Printers

237783 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. F. Davidson and Amanda Davidson, (his wife) of Tulsa County, Oklahoma, part 108 of the first part, have mortgaged and hereby mortgage to E. E. Lowry of Tulsa County, Oklahoma, part 108 of the first part, ha 8 of part X of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

One acre of ground situated in the Northeast corner of the South Half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-seven (27) Township Twenty (20) North, Range Thirteen (13) East, of the Indian Base and Meridian, same being 132 feet North and South by 330 feet East and West.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 24 and issued Receipt No. 11021 in full payment of mortgage loan on the within mortgage.

Dated this 11 day of Aug, 1923  
W. W. Duckley County Treasurer  
P. S. D. 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

Twelve hundred and No/100

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable date annually from date

according to the terms of ONE certain promissory note described as follows, to-wit:

Dated at Dawson, Okla. August 9, 1923.  
Due two years after date.  
Payable to E. E. Lowry  
For Twelve hundred and No/100 Dollars.  
10% interest from date.

Signed J. F. Davidson  
Amanda Davidson

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 part shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part ies of the first part hereby agree s, that in the event action is brought to foreclose this mortgage, --- will pay a reasonable attorney's fee of One Hundred and No/100 DOLLARS which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 9th day of August, 1923

J. F. Davidson

SEAL

Amanda Davidson

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 9th day of August, 1923 personally appeared

J. F. Davidson

and Amanda Davidson, (his wife)

to me known to be the identical persons 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 April 7, 1925. (Seal)

Geo. G. Rhyme,

Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of August, A. D., 1923

at 9:30 o'clock A. M. Book 439, Page 439

By Brady Brown, Deputy.

(Seal) O. G. Weaver,

County Clerk