

237892 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. J. Lewis & Genallar Lewis, his wife
 of Tulsa, Tulsa County, Oklahoma, part 198 of the first part, ha. Ve
 mortgaged and hereby mortgage to Davenport, Katcliffe & Bethell, Inc.
 of part 198 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Seventeen (17), Block Five (5) Pilcher Summit
 Addition to Tulsa, Oklahoma, according to the
 recorded plat and survey thereof.

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 Five Hundred and No/100 DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable sixty days annually from date
 according to the terms of ONE certain promissory note described as follows, to-wit:

\$500.00 for sixty days, dated from Aug. 13th, 1923.

evidence of the within indebtedness.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10 and issued
 Receipt No. 11298 the sum in payment of mortgage
 tax on the within mortgage.

Dated this 14 day of Aug, 1923
W. A. Turkey County Treasurer
P. B.

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.

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 ies 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, they will pay a
 reasonable attorney's fee of ten and No/100 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 13th day of August, 1923

C. J. Lewis SEAL
Genallar Lewis SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 23, a Notary Public in and for said County and State on this 13th
 day of August, 1923, personally appeared

C. J. Lewis
 and Genallar Lewis, his 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 July 21st 1927 (Seal) Lydia M. Bickford, Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of August, A. D., 1923
 at 1:30 o'clock P. M., Book 439, Page 447
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk