

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros., Binders

258683 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. Sam Davis and Emily Davis, his wife
 of Tulsa County, Oklahoma, part 1st of the first part, ha ve
 mortgaged and hereby mortgage to T. G. Rogers
 of part V. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The East Thirty Three and One Third (E 33 1/3') feet of the
 North One Hundred (N100') feet of Lot One (1) in Block Seven
 (7) of Highlands Addition to the city of Tulsa, Tulsa County,
 Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$/ 50 and issued
 Receipt No. 1114 2 thereon in payment of mortgage
 tax on the within mortgage.

Dated this 24 day of August 1923
W. W. Sackey, County Treasurer

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 Two Thousand Five Hundred Twenty Eight and No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date
 according to the terms of 38 certain promissory note S described as follows, to-wit:

Thirty five notes of even date in the sum of \$25.00 each the first of
 which becomes due Sept. 21st 1923 and one on the 21st of each and every
 month thereafter for a period of thirty five months, One note of even
 date in the sum of \$562.50 due 36 months from date hereof. Two notes
 of even date in the sum of \$545.25 each due 36 months from date hereof.
 All notes bear interest at the rate of 8% per annum computed and payable
 monthly on the entire unpaid balance of each month.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part is 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 party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part is 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 Ten per cent and Ten DOLLARS
 which this mortgage also secures.

Part is 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 21st day of August, 1923

W. Sam Davis

SEAL

Emily Davis

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. Warren Ferrell, a Notary Public in and for said County and State on this 21st
 day of August, 1923 personally appeared W. Sam Davis

and Emily Davis, 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 March 18, 1927. (Seal) W. Warren Ferrell, Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of August A. D., 1923
 at 3:25 o'clock P.M. Book 439, Page 504
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk