

#241865 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That David H. Curran and Ada C. Curran, Husband and wife,
a _____ of Tulsa, _____ County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Elnora A. Davis,
of _____ part _____ of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The South Ten feet (10) of the East One Hundred
Forty Five feet (145) feet of Lot Twelve (12)
and the east One Hundred Forty five (145) feet of
Lot Thirteen (13) Hillcrest Park Addition to the
City of Tulsa, County of Tulsa, State of Oklahoma,
according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 40 and issued
Receipt No. 11962 therefor in payment of mortgage
tax on the within mortgage.

Dated this 10 day of Oct 1923
W. W. Stuckey County Treasurer
B. Guinn 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 Thirty Five Hundred (\$3500.00) and no/100

----- DOLLARS,
with interest thereon at the rate of eight per cent, per annum, payable semi- annually from date

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

Dated October 1st, 1923, Thirty Five Hundred (\$3500.00)
Dollars, Payable Two years after date, payable to the
order of Elnora A. Davis at the Central National Bank of
Tulsa, Oklahoma, with interest from date at the rate of
eight per cent per annum payable semi-annually.

signed David H. Curran
Ada C. Curran,

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 on 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
for 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 second part Y shall be entitled to the immediate possession of
the premises and all 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 Twenty Five dollars and ten per cent. ----- 100/100
which this mortgage also secures.

Parties 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 1st day of October, 1923

David H. Curran SEAL
Ada C. Curran, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 1st
day of October 1923, personally appeared David H. Curran and Ada C. Curran,
husband and wife,

XXX
to me known to be the identical person ies 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 27th, 1924. (SEAL) Edward E. Barrett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of Oct. A. D. 1923

at 2:40 o'clock P. M.

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