

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. E. Metcalf and Beatrice Irene Metcalf, his wife,
a Tulsa, Tulsa, County, Oklahoma, part ies of the first part, have
mortgaged and hereby mortgage to W. E. Davis,
of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot 7 Block 2, Ridgedale Terrace Second
Addition, to Tulsa, Oklahoma,

Subject to a certain mortgage given to the
Oklahoma City Building & Loan Association,
for \$3850.00, dated October 12th, 1923.

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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 Sixty and no/100 - 8B - -
DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
according to the terms of 63 certain promissory note S described as follows, to-wit:

Note No. 1 for \$20.00 due in 30 days or on December
1st, 1923, and one note thereafter for like amount
falling due on the first of every month for 62 successive
months, being 63 notes in all, the last falling due on
February 1st, 1929.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby
covenant S and agree S 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
or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant hereth contained, the whole of said principal
sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part ies 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 ies that in the event action is brought to foreclose this mortgage, ies will pay a
reasonable attorney's fee of One Hundred Twenty Five and no/100 - - - - - DOLLARS,
which this mortgage also secures.

Part ies of the first part, for said consideration, do ies 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 November, 192 3.

W. E. Metcalf SEAL

Mrs. Beatrice Irene Metcalf SEAL

STATE OF OKLAHOMA, County of Tulsa,

Before me, First
day of November, 192 3, personally appeared W. E. Metcalf and Beatrice Irene Metcalf,
his wife,

and they
to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they
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 September 25, 1924. (SEAL) W. J. Henry, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of Nov., A. D., 192 3.

at 11 o'clock A. M.

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