

MORTGAGE RECORD NO. 465

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John W. Spencer and Anna Spencer, his wife,
 of Tulsa, Tulsa, County, Oklahoma, parties 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:

Beginning at the South West corner of Lot 13, Block
 15, Lynch & Forsythe Addition, to Tulsa, Oklahoma,
 thence East 17½ feet along the South line of said
 lot to a point, thence North 115 feet parallel to the
 East line of said lot to a point, thence East 2 feet
 parallel to the South line of said lot to a point,
 thence North 25 feet parallel to the East line of
 said lot to a point on the North line of said lot,
 thence West 19.5 feet along the North line of said
 lot to the North west Corner of said lot 13, thence
 South 140 feet to the place of beginning.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$60 and issued
 Receipt No. 13204 for the same in payment of said note
 dated Jan 1 1924
 W. E. Davis

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 Fifteen Hundred and no/100

(\$1500.00) DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date

according to the terms of 30 certain promissory note 8 described as follows, to-wit:

Note No. 1 for \$50.00 being due on January 1st, 1924,
 and one every thirty days thereafter for the same amount,
 the last or No. 30 for \$50.00 falling due on June 1st, 1926.

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

Said parties 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 One Hundred and Fifty DOLLARS,
 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 5th day of January, 1924

John W. Spencer SEAL

Anna Spencer, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this Fifth
 day of January, 1924, personally appeared John W. Spencer and Anna Spencer, his wife,

and -----
 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 September 25, 1924. (SEAL) W. J. Henry Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Jan. A. D. 1924
 at 10:45 o'clock A. M.

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