

#240160 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jesse F. Stirling and Eva May Stirling, his wife,
of Tulsa, County, Oklahoma, part ies the first part, ha ve
mortgaged and hereby mortgage to W. E. Davis,
of part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot 17 Block 2, Lorraine Drive Addition to Tulsa,
Oklahoma.

11551
18 day of Sept. 1923
W. W. Brantley, County Clerk

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 Seven Hundred and No/100 - - - - (\$700.00)

----- DOLLARS,

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

according to the terms of 47 certain promissory note, 8 described as follows, to-wit:

Forty six (46) promissory notes for Fifteen (\$15.00)
Dollars each, and one note for Ten (\$10.00) Dollars,
each carrying 8% interest from date. Note # 1 due
30 days from date, and one every 30 days thereafter.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby
covenant and agreed 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 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, ----- will pay a
reasonable attorney's fee of One Hundred 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 29th day of August, 1923

Jesse F. Stirling SEAL

Eva May Stirling SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this, 29th
day of August, 1923, personally appeared Jesse F. Stirling and Eva May Stirling,

x xxx

to me known to be the identical persons 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 Nov. 13, 1923 (SEAL) C. C. Cole Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Sept. A. D. 1923

at 2 o'clock P. M.

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