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216066 C.M.J.

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Rose Zarrow and Sam Zarrow, her husband

a \_\_\_\_\_ of Tulsa \_\_\_\_\_ County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to Davenport, Ratcliffe & Bronson Inc.

of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot 16, Block 6 Factory Addition to the City of  
 Tulsa, Okla.

TREASURER'S RECEIPT  
 I hereby certify that I received \$ 169 and issue  
 Receipt No. 665 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 4 day of Dec 1922  
WAYNE L. DICKEY, County Treasurer  
W. L. Deputy

Subject to a loan of \$12,500.00 from the Home Savings  
 and Loan Assn.

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 \_\_\_\_\_

Five hundred & 00/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable Semi annually from Dec. 9, 1922

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

Note \$500.00 dated Dec. 9, 1922 due in thirty days with  
 interest at 10% from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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.

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, \_\_\_\_\_ will pay a  
 reasonable attorney's fee of Ten & 00/100 Dollars & 10% of this rate if collected by legal proceedings 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 9th day of Dec., 1922.

Rose Zarrow

SEAL

Sam Zarrow

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 9th  
 day of December, 1922, personally appeared \_\_\_\_\_

Rose Zarrow and Sam Zarrow her husband

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 May 11th, 1926. (Seal) Marie B. Kneidl, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Dec. A. D., 1922  
 at 11:30 o'clock A. M. Book 402, Page 104.

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.