

218330 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Della J. Taylor, a widow and Bertha Fritsche nee Taylor
 and L. P. Fritsche, her husband of Tulsa County, Oklahoma, part ^{ies} of the first part, ha. ^{VS}
 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:

Lots Seven (7) and Eight (8) in Block Three (3)
 in the Overlook Park Addition to the City of
 Tulsa, Tulsa County, Oklahoma.

TREASURERS ENDORSEMENT

I hereby certify that I received \$14.00 and issued
 Receipt No. 7076 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 5 day of Jan. 1923.

WAYNE L. DICKEY, County Treasurer

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 Fifty and No/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable annually from date

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

\$750.00, dated Jan. 4th, 1923, ninety days to Davenport,
 Ratcliffe & Bronson, Inc. at 10 per cent interest from
 date.

evidence of the within indebtedness.

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.

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 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 Ten and No/100 and ten per cent of the note 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 4th day of January, 1923.

Mrs. Della X Taylor

SEAL

Bertha Taylor Fritsche

L. P. Fritsche

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 4th
 day of January, 1923, personally appeared

Della J. Taylor, a widow, Bertha Fritsche nee Taylor and L. P. Fritsche, her
 husband

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 5 day of Jan. 23
 at 4:10 o'clock P. M. Book 402, Page 228

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