

218451

C.M.J.

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

Bertha Bloom and Max Bloom, her husband

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

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

Beginning at a point seven hundred eighty-five (785) feet North and Two Hundred ninety-six (296) feet East of the Southwest corner of Lot 2 in Section Seven (7), Township Nineteen North (19) Range Thirteen (13) East, then North Fifty (50) feet, thence West One Hundred twenty-five (125) feet, thence South Fifty (50) feet, to the place of beginning.

Subject to a loan of \$3000.00 to Davenport, Ratcliffe & Bronson, Inc. Dated Dec. 2nd, 1922.

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

One Thousand 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:

\$1000.00 Tulsa, Oklahoma, dated Jan. 6th, 1923, for 90 days, to Davenport, Ratcliffe & Bronson, Inc. with interest at the rate of 10 per cent 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 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 ..... 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 Ten and No/100 and ten per cent of the amount remaining unpaid, 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 6th day of January, 1923.

Max Bloom

SEAL

Bertha Bloom

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ..... a Notary Public in and for said County and State, on this 6th day of January, 1923, personally appeared

Bertha Bloom and Max Bloom, his wife

and ..... to me known to be the identical person 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 8 day of Jan. A. D. 1923 at 10:00 o'clock A. M. Book 402, Page 241

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

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$200 and issued  
Receipt No. 2096 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 8 day of Jan 1923  
WAYNE L. DICKER, County Treasurer  
W. L. White Deputy