

COMPARED

The Hereinbefore

219007 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lena Zilvan and Harry Zilvan, her husbanda _____ of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Davenport, Ratcliffe & Bronson

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

Lot Nine (9) in Block One (1) of the Central Park
Place Addition to the city of Tulsa, Oklahoma,
according to the recorded plat thereof

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 70.00 and issued
Receipt No. 78.03 therefor in payment of mortgage
tax on the within mortgage.

Dated this 13 day of Jan 1923
WAYNE L. DICKLEY, Treasurer

B.W.

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 _____

Thirty-five Hundred 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:

One note dated Jan. 12th, 1923, for \$3500.00, at the rate of 10
per cent interest from date, sixty days, due Feb. 12, 1923.

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 parties 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 appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 12th day of January, 1923.

Lena Zilvan

SEAL

Harry Zilvan

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 12th
day of January, 1923, personally appeared _____

Lena Zilvan and Harry Zilvan, her husband

and _____

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

I hereby certify that this instrument was filed for record in my office on 13 day of Jan. A. D., 1923
at 11:30 o'clock A. M. Book 402, Page 284

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