

COMPARED

## MORTGAGE RECORD NO. 402

233246 DLE

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. H. Stroud and Mrs. E. H. Stroud, his wifeof Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Davenport & Ratcliffepart 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Twenty-five (25) and Twenty-six (26), in  
Block Eight (8) of the Abdo Addition to the  
City of Tulsa, Oklahoma

Filed for record in the office of the County Clerk of Tulsa County, Oklahoma, on the 14th day of February, 1923, at 8:00 A.M. by Wayne L. Dickey, County Treasurer.  
Dated this 23rd day of March, 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 and no/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable date annually fromaccording to the terms of one certain promissory note described as follows, to-wit:

1 note for \$700.00 payable to the First National Bank of Tulsa, Oklahoma, for Thirty days, with interest at the rate of 8% from date, endorsed by Davenport & Ratcliffe

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 part 1st of the first part hereby agree, that in the event action is brought to foreclose this mortgage, that they will pay a reasonable attorney's fee of Ten and No/100 DOLLARS, which this mortgage also secures. and ten per cent of the amount remaining unpaid.

Part 1st 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 23rd day of February, 1923E. H. Stroud SEALMrs E. H. Stroud SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 23rd day of February, 1923, personally appeared E. H. Stroud and Mrs. E. H. Stroud, his wife

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. Knaidl Notary Public.

I hereby certify that this instrument was filed for record in my office on 2nd day of Feb., A. D., 1923, at 9.30 o'clock A.M. Book 402, Page 582

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