

#249861 NS

The News-Dispatch Print & Audit Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lucy Logsdon and S. A. Logsdon, her husband,
 a Tulsa, of Tulsa, County, Oklahoma, parties of the first part, ha. Y.S.
 mortgaged and hereby mortgage to Davenport, Ratcliffe & Bethell, a corporation,
 of Y. part. Y. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) Block Three (3) Owen Addition to the City of
 Tulsa, Oklahoma, according to the Amended Plat thereof.

This mortgage is subject to a mortgage for \$16,000.00 given
 to the Aetna Building & Loan Association.

THE SURETY'S ENDORSEMENT

I have examined the foregoing mortgage and issued
 this endorsement on 13th day of Jan, 1924

Witness my hand and seal of office this 29th day of Jan, 1924

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 Davenport, Ratcliffe & Bethell, a corporation, \$8,000.00

Eight Thousand and no/100 - - - - - Deputy DOLLARS

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

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

Note dated January 18, 1924, in amount of \$8,000.00 due
 January 18, 1926, payable - \$100.00 or more March 1st, 1924,
 and \$100.00 each and every month thereafter.

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 S. and agree S. 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. and a receiver to be appointed by proper court to collect
 said rents and profits and preserve said premises.

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 \$10.00 and 10% of amount remaining unpaid DOLLARS,
 which this mortgage also secures.

Part ies of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of January, 1924

Lucy Logsdon

SEAL

S.A. Logsdon

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - -, a Notary Public in and for said County and State, on this 19
 day of Jan., 1924, personally appeared Lucy Logsdon and S.A. Logsdon,
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 29, 1926. (SEAL) Bertha L. Cooper Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Jany. A. D., 1924

at 9:10 o'clock A. M. Book 403, Page 44

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