

COMPARED

MORTGAGE RECORD NO. 439

131

#225274 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lena Zilvan and Harry Zilvan, her husband,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Davenport, Ratcliffe & Bethell, Inc.  
 of parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

I hereby certify that I received \$1000.00  
 from 8398 in payment of a mortgage  
 on March 21st 1923  
W. L. DICKLEY County Treasurer  
a. j. Deputy

Lot Nine (9) in Block One (1) of the  
 Central Park Place Addition to the  
 City of Tulsa, Oklahoma.

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:

One note for \$1000.00, dated Mch. 21st, 1923, due in  
 sixty days from date, payable to Davenport, Ratcliffe,  
 & Bethell, Inc. with interest at 10% from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 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 DOLLARS,  
 which this mortgage also secures, and ten per cent of the amount remaining unpaid.

Part 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 21st day of March, 19 23

Lena Zilvan SEAL  
Harry Zilvan, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public, a Notary Public in and for said County and State, on this 21st  
 day of March, 19 23, personally appeared Lena Zilvan and Harry Zilvan, her husband,

XXX

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 21 day of Mch. A. D., 19 23  
 at 4:30 o'clock P. M. Book 439, Page 131

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