

227341 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ben Landa, a single man

a _____ of _____ Tulsa _____ County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgage to _____ Davenport, Ratcliffe & Bethell, Inc.
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13) in Block Eight (8) of the Lynch-
 Forsythe Addition to the city of Tulsa, Oklahoma,

Subject to a mortgage for \$5000.00 to the Exchange
 National Bank of Tulsa, Okla.

RECEIVED FOR DEPOSIT
 I hereby certify that the sum of \$30 and taxes
 Receipt No. 8842 has been received in payment of mortgage
 tax on the within note and dated this 13 day of April 1923
 WAYNE L. DICKZY, 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 _____

Fifteen Hundred and No/100

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

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

1 note for \$1500.00 payable in sixty days to Davenport, Ratcliffe & Bethell,
 Inc. with interest at the rate of 10 per cent payable 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 part Y 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 Y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

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

Part Y 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 11th day of April, 19 23

Ben Landa

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 11th
 day of April, 19 23, personally appeared
Ben Landa, a single man

and _____
 to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that he executed
his 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. Eneidl, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of April A. D. 19 23
 at 11:30 o'clock A. M. Book 439, Page 292

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