

228983 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. R. McFarlan and Grace McFarlan, his wife,

a of Tulsa County, Oklahoma, part of the first part, have
 mortgaged and hereby mortgage to Davenport, Ratcliffe & Bethell, Inc.
 of part 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 Fifteen (15) of the Gillette
 & Hall Addition to the city of Tulsa, Oklahoma.

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 9192
 May 1923
 A. J. [Signature]
 Deputy

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

Two 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 dated April 28th, 1923 for \$2000. payable to Davenport, Ratcliffe & Bethell, Inc. in 90 days with interest at the rate of 10 per cent 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 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 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 appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of April, 1923.

W. R. McFarlan SEAL

Grace McFarlan SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 28th day of April, 1923, personally appeared

W. R. McFarlan and Grace McFarlan, his wife

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed 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. Knedil, Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of April, A. D., 1923

at 1:00 o'clock P. M. Book 439, Page 407

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