

## MORTGAGE RECORD NO. 439

The Kansas Dispatch Printing &amp; Audit Co., Shawnee, Okla.

229107 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. E. Onstott and Maggie Onstott, his wife

a \_\_\_\_\_ of Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, ha <sup>ve</sup>  
 mortgaged and hereby mortgage to Davenport, Ratcliffe & Betell, Inc.

of \_\_\_\_\_ part <sup>V</sup> of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4), in Block Four (4) of the Wakefield  
 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 \_\_\_\_\_

Four Hundred 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 \$400.00, dated Apr. 28th, 1923, payable to Davenport, Ratcliffe  
 & Bethell, Inc. in thirty days from date 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 <sup>ies</sup> 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 <sup>ies</sup> shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part <sup>ies</sup> of the first part hereby agree \_\_\_\_\_, that in the event action is brought to foreclose this mortgage, <sup>they</sup> 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 <sup>ies</sup> of the first part, for said consideration, do \_\_\_\_\_ hereby expressly waive appraisement of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of April, 1923

S. E. Onstott

SEAL

Maggie Onstott

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 \_\_\_\_\_

S. E. Onstott and Maggie Onstott, his wife

and \_\_\_\_\_

to me known to be the identical person <sup>s</sup> who executed the within and foregoing instrument and acknowledged to me that <sup>they</sup> executed  
 the same as <sup>their</sup> 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 1 day of May, A. D., 1923

at 1:50 o'clock P. M. Book 439, Page 416.

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