

COMPARED

MORTGAGE RECORD NO. 439

443

#229372 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Sophia Cummings and Paul Cummings, her husband,
a Tulsa, County, Oklahoma, part 28 of the first part, have
mortgaged and hereby mortgage to Davenport, Ratoliffe & 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 Six (6) in Block Fifteen (15) of the Gillette
and Hall Addition, Tulsa, Tulsa County, Oklahoma.

Subject to a mortgage to the Aetna Building & Loan
Association of Topeka, Kansas, for \$4000.00 dated
Apr. 28th, 1923.

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 May 2nd, 1925, payable in
60 days to Davenport, Ratoliffe & Bethell, Inc. with
Interest at 10% 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 28 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 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 Ten and no/100 Dollars and ten per cent of the amount ~~known~~
which this mortgage also secures. 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 2nd day of May, 19 23.

Sophia Cummings SEAL
Paul P. Cummings SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 2nd
day of May, 19 23 personally appeared Sophia Cummings and Paul P. Cummings,
her husband,

and
to me known to be the identical persons 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 3 day of May A. D., 19 23
at 1:30 o'clock P. M. Book 439, Page 443.

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