

COMPARED

#229651 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Iris M. Fox and Chas. H. Fox, her husband,a \_\_\_\_\_ of Tulsa, County, Oklahoma, part 1st of the first part, ha. vomortgaged and hereby mortgage to Davenport Ratoliffe & Bethell, Inc.of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) Block Ten (10) of the  
Owen Addition to the City of Tulsa,  
Oklahoma, according to the amended  
plat thereof.

I hereby certify that I received 80 and issued  
Receipt No. 9323 therefor in payment of the  
tax on the within mortgage.

Dated this 7 day of 5 1923

WAYNE L. DICKEY, County Treasurer

W. L. D.

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 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:

Note for \$4000.00, dated May 5th, 1923, payable in 90 days to  
Davenport, Ratoliffe & Bethell, Inc. with interest at 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 parties 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 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 5th day of May, 1923.

Iris M. Fox SEAL

Chas. H. Fox SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 5th day of May, 1923, personally appeared Iris M. Fox and Chas. H. Fox, her husband,

xxx 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 5 day of May, A. D., 1923 at 11:40 o'clock A. M. Book 439, Page 470

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