

224216 C.T.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lena Zilvan and Harry Zilvan, her husband

a of Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, have mortgaged and hereby mortgage to Davenport, Ratcliffe and Bethell Inc.of part <sup>ies</sup> of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) in Block One (1) of Central Park Place  
Addition to the city of Tulsa, State of Oklahoma.

8751  
9 April 1923  
W. L. E. E. E. County Treasurer  
C.W.

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 (\$400.00)

DOLLARS,

with interest thereon at the rate of <sup>ten</sup> per cent. per annum, payable annually from date

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

Ninety days after date, for value received we promise to pay to  
Davenport, Ratcliffe & Bethell, Inc. for \$400.00, with interest  
at 10 per cent from date.

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 <sup>ies</sup> and agree <sup>ies</sup> 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 thereon, 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 <sup>ies</sup> 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,  
which this mortgage also secures, and ten per cent of the amount remaining unpaid.

Part <sup>ies</sup> 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 10th day of March, 1923.

Lena Zilvan

SEAL

Harry Zilvan

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 10th  
day of March, 1923, personally appeared

Lena Zilvan and Harry Zilvan, her husband

and

to me known to be the identical person <sup>s</sup> 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. Ineidl, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of March, A. D., 1923

at 3:30 o'clock P. M. Book 432, Page 49

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