

COMPARED

230365 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Henry Stutsman and Gurtha May Stutsman, 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 &amp; Bethell

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

Lot <sup>four</sup> (4) in Block Three (3) of the Stutsman Addition  
to the city of Tulsa, Oklahoma.

TREASURER, INDEBTEDNESS  
I hereby certify that I received \$ <sup>86.00</sup> and issued  
Receipt No. <sup>9464</sup> therefor in payment of mortgage  
tax of the within mortgage.  
Dated this <sup>14</sup> day of <sup>May</sup>, 1923.  
WILLIAM L. LUCKY, County Treasurer  
*W. L. Lucky*  
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 \_\_\_\_\_

Three Hundred Fifty and No/100

DOLLARS,

with interest thereon at the rate of <sup>10</sup> per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ date \_\_\_\_\_according to the terms of <sup>one</sup> certain promissory note \_\_\_\_\_ described as follows, to-wit:

One note for \$350.00 due in thirty days, payable to Davenport, Ratcliffe  
& 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 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 \_\_\_\_\_ 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 court costs and all other expenses incurred in collectin this~~ <sup>note and interest, or any part thereof.</sup> ~~which this mortgage also secures.~~ <sup>DOLLARS,</sup>

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 <sup>12th</sup> day of <sup>May</sup>, 19 <sup>23</sup>

Henry Stutsman

SEAL.

Gurtha May Stutsman

SEAL.

STATE OF OKLAHOMA, County of <sup>Tulsa</sup>, ss:Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this <sup>12th</sup>day of <sup>May</sup>, 19 <sup>23</sup>, personally appeared \_\_\_\_\_

Henry Stutsman and Gurtha May Stutsman, 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  
<sup>their</sup>

the same as \_\_\_\_\_ 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 <sup>May 11th, 1926.</sup> (Seal) <sup>Mario B. Kneidl,</sup> Notary Public.I hereby certify that this instrument was filed for record in my office on <sup>12</sup> day of <sup>May</sup>, A. D., 19 <sup>23</sup>at <sup>2:30</sup> o'clock <sup>P.</sup> M. Book 439, Page <sup>524</sup>By <sup>Brady Brown,</sup> Deputy, (Seal) <sup>O. G. Weaver,</sup> County Clerk.