

#230559 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A.T.White and Nettie his wife,

a _____ of Tulsa, _____ County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to..... Davenport, Ratcliffe & Bethell

of part 1 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 Eight (8) of
the Exposition Heights Addition to
the City of Tulsa, Okla.,

I hereby certify that I received \$ 10 and issued Receipt No 9509 therefor in payment of mortgage tax on the within mortgage.

Dated this 16 day of May 1923

WAYNE L. DICKEY, County Treasurer

a.g. ...
Daguer

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..... Five 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 \$500.00, dated May 11th, 1923, due in thirty days to Davenport, Ratcliffe & Bethell, Inc. with interest at 10 per cent.

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.....and court costs and other expenses, incurred. DOLLARS, which this mortgage also secures.

Part 1 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 11th day of May 19 23

A.T.White.....SEAL

Nettve J. White, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 11th

day of May 19 23, personally appeared A. T. White and Nettie J. White

his wife.

and

to me known to be the identical person... B... 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 15 day of May A. D. 19 23

at 2.35 o'clock P. M. Book 439, Page 535

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