

COMPARED

MORTGAGE RECORD NO. 439

231197 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. G. Wiley and Ruth Love Wiley, his wifea _____ of Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Davenport, Ratcliffe & 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 Eight (8) in Block Seven (7) of the Maple Park
Addition to the city of Tulsa, Oklahoma.

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 Thousand and No/100

DOLLARS.

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from _____ date _____according to the terms of one certain promissory note _____ described as follows, to-wit:

One note for \$5000.00, dated May 18th, 1923, payable in sixty days 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 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 parties _____ 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 and ten per cent of the amount remaining _____ DOLLARS,
which this mortgage also secures. unpaid.

Parties _____ 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 18th day of May, 19 23H. G. Wiley

SEAL.

Ruth Love Wiley

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 18th
day of May, 19 23, personally appeared _____

H. G. Wiley and Ruth Love Wiley, his wife

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 11, 1926. (Seal) Marie B. Kneidl, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of May, A. D., 19 23
at 4:30 o'clock P. M. Book 439, Page 596

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