

COMPARED

232925 G.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Hennepin Construction Company  
 of Tulsa County, Oklahoma, part V of the first part, ha-  
 mortgaged and hereby mortgage to Davenport, Ratcliffe & Bethell, Inc.  
 of Tulsa County, Oklahoma, to-wit: part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

South Half (S/2) of Lot Seven (7) and all of  
 Lot Eight (8), all in Block Eighteen (18) Cherokee  
 Heights Addition to the city of Tulsa, Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,000.00 and issued  
 Receipt No. 9998 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 11 day of June 1923.

WAYNE L. DICKEY, County Treasurer

*A. J.*  
 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 Five Thousand (\$5,000.00) and no/100 DOLLARS,  
 with interest thereon at the rate of ten per cent, per annum, payable semi- annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

Dated June 9, 1923; 90 days, \$5,000.00; 10% from date;

evidence of the within indebtedness.

#1.  
 STATE OF OKLAHOMA, }  
 County of Tulsa. } ss.

Before me, -- a Notary Public in and for said County and State, on this  
 9th day of June 1923, personally appeared Harry Stein to me known to be the  
 identical person who subscribed the name of the maker thereof to the foregoing  
 instrument as its President, and acknowledged to me that he executed the same  
 as his free and voluntary act and deed, and as the free and voluntary act and  
 deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
 this day and year last above written.

(Seal)

Vincent B. Mann, Notary Public.

My commission expires July 26, 1926.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby  
 covenant S and agree S 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 upon 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 mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-  
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part V shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a  
 reasonable attorney's fee of Ten Dollars (\$10.00) & 10% of amt. unpaid. DOLLARS  
 which this mortgage also secures.

Part V of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 9th day of June, 19 23.

Attest: Annie Stein (Cor. Seal)  
 Secretary.

HENNEPIN CONSTRUCTION COMPANY, SEAL  
 By Harry Stein, President. SEAL

#1.  
 STATE OF OKLAHOMA, County of \_\_\_\_\_, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_  
 to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed  
 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 \_\_\_\_\_ Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of June A. D., 19 23  
 at 3:00 o'clock P. M. Book 439, Page 100  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk