

COMPARED

Overbay Bros. Binders

REAL ESTATE MORTGAGE

#233413 NS

KNOW ALL MEN BY THESE PRESENTS, That Ben Landa, a single man,
 a Tulsa County, Oklahoma, part V of the first part, has
 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 Thirteen (13) in Block Eight (8) of the Lynch
 and Forsythe Addition to the City of Tulsa, Oklahoma,

Subject to a mortgage to the Aetna Building & Loan
 Association of Topeka, Kansas, for \$20000.00.

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 Two Thousand 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:

Note for \$2000.00, dated May 5 1925, payable in 30 days
 to Davenport, Ratcliffe & Bethell, with interest at the
 rate of 10 per cent from date.

TREASURER'S RECEIPT
 I hereby certify that I received \$ 400 and issued
 Receipt No 10115 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 18 day of June 1925

WAYNE L. LEECH, County Treasurer

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 as 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 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 ----- shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part as 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 unpaid. ----- DOLLARS
 which this mortgage also secures.

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 5th day of May, 1923

Ben Landa

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 5th
 day of May, 1923, personally appeared Ben Landa, a single man,

and -----
 to me known to be the identical person ----- who executed the within and foregoing instrument and acknowledged to me that he ----- executed
 the same as his ----- 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 July 26, 1926. (SEAL) Vincent B. Mann Notary Public

I hereby certify that this instrument was filed for record in my office on 16 day of June, A. D., 1923
 at 10:45 o'clock A. M. Book 439, Page 128

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