

Overbury Bros., Binders

234464 O.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. L. Bartlett and Elizabeth S. Bartlett, his wife  
 of Tulsa County, Oklahoma, part 1st the first part, have  
 mortgaged and hereby mortgage to Davenport, Kataliffe & Bethell Inc.  
 of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Thirty-five (35) and Thirty-six (36) in Block  
 Seven (7) Orchard Addition to the city of Tulsa,  
 Oklahoma.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. subject to a mortgage  
 of \$4,500.00 to the Aetna Bldg. & Loan Ass'n.

This mortgage is given to secure the principal sum of Seventeen Hundred (\$1,700.00) 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 27, 1923. Amount \$1,700.00; Rate 10% due date Sixty (60)  
 days from date.

evidence of the within indebtedness.

I hereby certify that I received 244 and  
 Receipt No. 10349 for the payment of mortgage  
 tax on the within instrument.  
 Dated this 27 day of June, 1923  
WILLIAM A. BARNETT County Treasurer  
W. A. Barnett  
 County

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 y shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

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

Part ies 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 27th day of June, 1923

M. L. Bartlett

SEAL

Elizabeth S. Bartlett

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 27th  
 day of June, 1923, personally appeared

M. L. Bartlett

and Elizabeth S. Bartlett, his wife,

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 8-26-26 (Seal) Vincent B. Mann Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of June, A. D., 1923

at 1:20 o'clock P. M. Book 439, Page 204

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