

235096 DLE.  
Overbay Bros. Binders

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T. R. Quinn and Grace L. Quinn, his wife  
 of Tulsa County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to Davenport, Ratcliffe & Bethell  
 part 1st of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots five (5) and six (6) in Block three (3)  
 in Park Dale Addition, to the City of Tulsa,  
 State of Oklahoma

RECORDED IN INSTRUMENT NO. 104  
 I hereby certify that I received \$ 104 and in full  
 of the 10.50 therefor in payment of the  
 mortgage on the 2nd day of July 1923  
J. H. Stucky, County Clerk  
P. S. B.

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 thirty days annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

\$500.00 dated July 5th for thirty days

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 1st 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 DOLLARS  
 which this mortgage also secures.

Part 1st 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 July, 1923.

T. R. Quinn SEAL  
Grace L. Quinn SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 5  
 day of July, 1923, personally appeared T. R. Quinn and Grace L. Quinn

and \_\_\_\_\_  
 to me known to be the identical person s 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 July 26, 1926 (SEAL) Vincent B. Mann Notary Public

I hereby certify that this Instrument was filed for record in my office on 6th day of July A. D., 1923  
 at 9.30 o'clock A. M. Book 158 Page 250  
 By Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk