

#235524 NS COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mabel C. DeShane,  
 of Tulsa, County, Oklahoma, part Y of the first part, ha-  
 mortgaged and hereby mortgage to Davenport Ratoliffe & Bethell Inc.  
 of part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots One (1) and Two (2) and the North Ten (10')  
 Feet of Lot Three (3) in Block Nine (9) Owen  
 Addition to the City of Tulsa, Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 20 and issued  
 Receipt No. 10582 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 13 day of 7, 1923

W. W. Stuckey, County Treasurer

P. A. B.

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 One Thousand (\$1,000.00) and no/100  
----- DOLLARS,  
 with interest thereon at the rate of ten per cent, per annum, payable thirty days from date  
 according to the terms of one certain promissory note ----- described as follows, to-wit:

Amount \$1,000.00; Time 30 days; Interest 10%  
 to Davenport Ratoliffe & Bethell from Mabel  
 C. DeShane,

## 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 Y 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 Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, she will pay a  
 reasonable attorney's fee of Ten Dollars & 10% of the Unpaid balance DOLLARS  
 which this mortgage also secures.

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

Dated this 11th day of July, 1923.

Mabel C. DeShane

SEAL

Jno. J. DeShane

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July 23, a Notary Public in and for said County and State on this 11th  
 day of July, 1923, personally appeared Mabel C. DeShane

and -----  
 to me known to be the identical person ----- who executed the within and foregoing instrument and acknowledged to me that she executed  
 the same as her 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 7-26-1926. (SEAL)

Vincent B. Mann,

Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of July, A. D., 1923  
 at 9 o'clock A. M. Book 439, 254

By Brady Brown Deputy.

(SEAL)

O. G. Weaver,

County Clerk