

#236260 M.D.E.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ruth L. Simons of Tulsa County, Oklahoma, part V of the first part, ha 2 mortgaged and hereby mortgage to XX DAYENBORT RATCLIFFE & BETHELL INC of Tulsa County, Oklahoma, part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North Ten (N10') feet of Lot Two (2)
and all of Lot One (1) in Block Twenty (20)
College Addition to the City of Tulsa, Oklahoma

SECURERS ENDORSEMENT

I hereby certify that I received \$1,200.00 and issued receipt No. 10237 therefor in payment of mortgage
made on the within mortgage

Dated this 21 day of July, 1923
W. Stucky County Treasurer
R. 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 Twelve Hundred (\$1,200.00) 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 July 16, 1923, matures September 16, 1923,
60 days; amount \$1,200.00; Rate 10% from date.

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

Said part V of the first part hereby agree 2, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of Ten Dollars (\$10.00) and 10% unpaid bal. DOLLARS which this mortgage also secures.

Part V of the first part, for said consideration, do 23 hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 16th day of July, 1923

Ruth L. Simons SEAL

Miles G. Simons SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Ruth L. Simons a Notary Public in and for said County and State on this 16th day of July, 1923 personally appeared Ruth L. Simons

and Miles G. Simons, her husband
to me known to be the identical person 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 7-26-26 (SEAL) Vincent B. Mann Notary Public

I hereby certify that this instrument was filed for record in my office on 21 day of July, A. D., 1923
at 10.45 o'clock A. M. Book 456 Page 331
By Brady Brown Deputy (SEAL) O. G. Weaver County Clerk