

Overbay Bros. Binders

## REAL ESTATE MORTGAGE

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

Lots Thirteen (13) and Fourteen (14) in Block Eleven  
 (11) in Parkdale Amended Plat, to City of Tulsa, Oklahoma.

## TREASURERS ENGAGEMENT

I hereby certify that I received \$2.40 and issued  
 Receipt No. 109137 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 1st day of Aug 1923

W W Stickey County Treasurer  
P.S.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 Two Thousand and no/100 -----  
 ----- DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable thirty days xxx from date  
 according to the terms of one certain promissory note ----- described as follows, to-wit:

\$2000.00 dated July 30th, 1923, payable  
 thirty days from date at rate of 10%.

## 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 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 2nd 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 30th day of July, 1923.

Russel F. Wade SEAL

Alma Wade, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 30th  
 day of July, 1923, personally appeared Russell F. Wade, and Alma Wade, 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 July 21st, 1927. (SEAL) Lydia M. Bickford, Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of July A. D., 1923

at 4:15 o'clock P. M. Book 439, Page 390

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