

MORTGAGE RECORD NO. 456

COMPARED

Overby Bros., Binders

237204 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lucy Logsdon and S. A. Logsdon, her husband
 a Tulsa, Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to Davenport, Ratcliffe & Bothell Inc.
 of Tulsa, Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Three (3) Owen Addition
 to the city of Tulsa, Tulsa County, Oklahoma

TREASURER'S ENDORSEMENT

I hereby certify that I received \$5,000.00 and issued
 Receipt No. 12747 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 3 day of Aug 1923
W. W. Stuckey, County Treasurer
P. 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 Five Thousand and No/100 (\$5,000.00) DOLLARS,
 with interest thereon at the rate of ten per cent, per annum, payable annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

Dated August 2, 1923; Amount \$5,000.00; interest 10% from date;
 time Ninety (90) days.

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 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, they will pay a
 reasonable attorney's fee of Ten dollars and 10% on unpaid balance DOLLARS
 which this mortgage also secures.

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

Dated this 2nd day of August, 1923

Lucy Logsdon

SEAL

S. A. Logsdon

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Lydia M. Bickford, a Notary Public in and for said County and State on this 2nd
 day of August, 1923, personally appeared

Lucy Logsdon and S. A. Logsdon, her husband

and they
 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 21-1927 (Seal) Lydia M. Bickford, Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of August, A. D., 1923
 at 3:40 o'clock P. M. Book 433, Page 406

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