

COMPARED

## MORTGAGE RECORD NO. 456

Overbay Bros., Binders

237418 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Hennepin Construction Company, a corporation  
 of Tulsa, Tulsa County, Oklahoma, part V of the first part, ha E  
 mortgaged and hereby mortgage to Davenport Ratcliffe & Bethall Inc. Tulsa, Oklahoma  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The 'East Seventy-eight (E/78') of Lot Eight (8) and  
 the South Half (S/2) of Lot Seven (7) in Block Eighteen  
 (18) Cherokee Heights Addition to the city of Tulsa,  
 Oklahoma.

IN WITNESS WHEREOF  
 I hereby certify that I received a 60 and 100  
 Record No. 10790 the instrument of mortgage  
 ten to the within instrument  
 Dated this 7 day of 8 1923  
W. W. Stucky  
P. S. P.

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 Three Thousand and No/100 (\$3,000.00) 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 4, 1923; time 60 days; Amount \$3,000.00;

Interest rate 10%; payable from date.

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 V hereby  
 covenant S and agree S 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 S shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

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

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

Dated this 4th day of August, 19 23

Attest: Annie S. (Cor. Seal)  
 Stein, Secretary.

Hennepin Construction Co. Inc. SEAL  
Harry Stein, President. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:  
 Before me, August, 19 23, a Notary Public in and for said County and State on this 4th  
 day of August, 19 23, personally appeared  
Harry Stein and Annie Stein for Hennepin Construction Company, a corporation  
 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 21st, 1927. (Seal) Ivdia M. Bickford, Notary Public

I hereby certify that this instrument was filed for record in my office on 6 day of August A. D., 19 23  
 at 1:15 o'clock P. M. Book 439, Page 412  
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk