

238146 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edward R. Rabon and Mary Orene Rabon, his wife
 a Tulsa County, Oklahoma, part 108 of the first part, ha ve
 mortgaged and hereby mortgage to Davenport, Hatcliffe & Bethell
 of part 108 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot ten (10) in Block Five (5), Forest Park amended
 Addition to the city of Tulsa, State of Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$20 and issued
 Receipt No. 11147 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 17 day of Aug, 1923
W. W. Hickey, 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 One thousand and No/100 DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable thirty days annually from date
 according to the terms of one certain promissory note described as follows, to-wit: W

dated August 15th, for \$1000.00

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 ies 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 and No/100 DOLLARS
 which this mortgage also secures.

Part ies 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 15th day of August, 1923

Edward R. Rabon

SEAL

Mary Orene Rabon

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 23, a Notary Public in and for said County and State on this 15th
 day of August, 1923 personally appeared

Edward R. Rabon and Mary Orene Rabon, his wife

and they
 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 July 21, 1927. (Seal)

Lydia M. Bickford

Notary Public

I hereby certify that this instrument was filed for record in my office on 16 day of August A. D. 1923
 at 10:30 o'clock A. M. Book 439, Page 469
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk