

COMPARED

MORTGAGE RECORD NO. 456

#232392 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mabel C. DeShane and Jno. J. DeShane,
~~xx~~ her husband, of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Davenport, Ratoliffe and Bethell, Inc.
 of part y. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots One (1) and Two (2) and the North Ten (10)
 Feet of Lot Three (3), all in Block Nine (9) of
 the Owen Addition to the City of Tulsa, Oklahoma,
 according to the amended plat thereof.

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 Ten Thousand and no/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date -----
 according to the terms of One ----- certain promissory note ----- described as follows, to-wit:

One note for \$10,000, dated June 2nd, 1923, payable
 to Davenport, Ratoliffe & Bethell, Inc. in Ninety
 days, with interest at 10 per cent from date.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 2,60 and issued
 Receipt No. 9889 thereon in payment of mortgage
 tax on the within mortgage.

Dated this 5 day of June, 1923

WAYNE L. DUCKEY, County Treasurer

Deputy

evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 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 court costs and all other expenses incurred in collecting ~~xxxxxx~~
~~xxxxxx~~ his note and interest.

Part 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 2nd day of June, 1923

Mabel C. DeShane SEAL

Jno. J. DeShane SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 2nd
 day of June, 1923, personally appeared Mabel C. DeShane and Jno. J. DeShane,
her husband,

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. Marie B. Kneidl. Notary Public
 My commission expires May 11th, 1926. (SEAL)

I hereby certify that this instrument was filed for record in my office on 4 day of June, A. D., 1923
 at 4 o'clock P. M. Book 439, Page 52

By Brady Brown Deputy. O. C. Weaver, County Clerk
 (SEA L)