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REAL ESTATE MORTGAGE

COMPARDID

KNOW ALL MEN BY THESE PRESENTS, That ... Hennepin Construction Company Inc. by Harry Stein, aPres. County, Oklahoma, part.y. of the first part, ha.g. mortgaged and hereby mortgage to Davenport. Ratoliffe & Bethell Inc. of \_\_\_\_\_\_ part\_Y\_ of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahema, to-wit:

The East Seventy-eight (E 75') feet of Lot Eight (5) and the South Half (S/2) of Lot Seven (7) in Block Eighteen (15) of Cherokee Heights Addition to the City of Tulsa, Tulsa County, Oklahoma.

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 Thirteen Hundred and No/100 DOLLARS
with interest thereon at the rate of 10 per cent, per annum, payable thirty dawanxxx fromdate
according to the terms ofOnecertain promissory notedescribed as follows, to wit:

Dated Sept. 8, 1923; amount \$1,300.00; rate 10% time - 30 days; interest payable from date; payee, Davenport Ratcliffe & Bethell Inc. maker- Hennepin Construction Co Inc. by Harry Stein Pres.

> TREASURER'S ENDORSEMENT
> I hereby centify that I received \$ 2.6 and issued
> Rescipt No.11461 therefor in payment of manager on the within morninge. Left 1023 ter on the within prorigage. W. W Stackey County Treasury

Evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party... hereby intal and agree... It to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair of 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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part. I shall be entitled to the immediate possession of the premises and all the rents and profits thereof. Said part\_y\_ of the first part hereby agree\_S, that in the event action is brought to foreclose this mortgage,\_\_\_\_\_it reasonable attorney's fee of \_\_\_\_\_\_ Ten Dollars & 10% of unpaid balance, which this mortgage also secures. Part\_Y\_ of the first part, for said consideration, do\_\_\_es\_\_\_hereby expressly waive appraisement of said real estate and all benefit of mestead, exemption and stay laws in Oklahoma. Dated this\_\_\_\_Sth\_\_\_day of September 19 23. Hennepin Construction Company Inc. SEAL (Corporate Seal) Annie Stein, Secretary. By Harry Stein, President. STATE OF OKLAHOMA, County of Tulsa, , ss:
Before me, \_\_\_\_\_\_\_, a to me known to be the identical person .... who executed the within and foregoing instrument and acknowledged to me that ......executed .\_\_\_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 10 day of Sept. A. D., 19 23 at 3;50 o'clock P. M. Book 430, Page 577

By Brady Brown Deputy. O.G.Weaver,