

COMPARED

## MORTGAGE RECORD NO. 465

# 242107 W. H.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Oscar Cobb and Martha E Cobb  
 his wife of Tulsa Tulsa County, Oklahoma, part 1st the first part, ha. V.G  
 mortgaged and hereby mortgage to Davenport Ratoliffe & Bethell Inc of Tulsa, Oklahoma  
 part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Eight (8) and Nine (9) in Block One (1) Gillette-and Hall Addition to the  
 City of Tulsa, Oklahoma

RECORDED  
 I hereby certify that this is a true and correct copy of the original as filed in my office  
 Register No. 11965  
 Dated this 13 day of Oct 1923  
 W. W. S.B.

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 Hundred and no/100 (\$500.00)

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable date annually from

according to the terms of one certain promissory note described as follows, to-wit:

Note dated October 13, 1923; amount \$500.00; rate of interest 10% from date; time  
30 days; secured by mortgage on property located lots 8 & 9 Block 1 Gillette-Hall  
 Addition to the City of Tulsa, Oklahoma

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 1st 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 on 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 second part Y shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part 1st 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% of unpaid balance DOLLARS,  
 which this mortgage also secures.

Part 1st 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 13 day of October, 1923.

Oscar Cobb

SEAL

Martha E Cobb

SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this  
 day of October, 1923, personally appeared,  
Oscar Cobb

and Martha E Cobb, his wife of Tulsa, Oklahoma  
 to me known to be the identical person, 9 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 26 - 1926 (Seal) Vincent J. Mann Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Oct, A. D., 1923  
1 o'clock P. M.

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