

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. M. Lewis and Nola Lewis, his wife,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Davenport Ratcliffe & Bethell  
 of parties, the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) in Block Six (6) in Pilcher  
 Summit Addition to the City of Tulsa, Oklahoma.

This mortgage is subject to mortgage to Aetna  
 Building and Loan Association for Thirty Five  
 Hundred (\$3500.00) Dollars.

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 Two Hundred fifty 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:

\$250.00 for a term of six months from Oct 15th, 1923.

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 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 parties shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said parties 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.

Parties 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 13th day of November, 1923

W. M. Lewis SEAL

Nola Lewis SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 13th  
November, 1923, personally appeared W.M. Lewis and Nola Lewis, his wife,

and -----  
 to me known to be the identical persons 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 14 day of Nov., A.D., 1923.

at 4:50 o'clock P. M.

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