

#246280 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O.E. Byham and Anna Byham, his wife,  
Tulsa, Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Davenport, Ratcliffe & Bethell Inc.  
 of \_\_\_\_\_ part \_\_\_\_\_ of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The South Fifty (S/50') feet of Lots Sixty-one (61)  
 and Sixty-two (62) and the East Four (E/4') feet of  
 Lot Sixty (60) all in Block Five (5) Baird Addition  
 to the City of Tulsa, Oklahoma.

Subject to a mortgage for \$500.00 -- private loan.

RECORDED FOR ENFORCEMENT  
 12/31/23 and issued  
 12/31/23

8 Dec. 1923

W. W. Blackley, County Clerk

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 hundred and no/100 - - - (\$100.00)

DOLLARS,

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

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

Note dated Dec. 7, 1923; amount \$100.00; rate of  
 10% payable from date; time 30 days; secured by  
 real estate mortgage.

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 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 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 Dollars and 10% of unpaid balance \_\_\_\_\_ 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 7th day of December, 1923.

O.E. Byham

SEAL

Anna Byham

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_ a Notary Public in and for said County and State, on this 7th  
 day of December, 1923, personally appeared O.E. Byham and Anna Byham, his wife,  
Tulsa, Oklahoma.

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.

My commission expires July 21, 1927. (SEAL) Lydia M. Rickford, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Dec., A. D. 1923  
 at 9: A. o'clock M.

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