

MORTGAGE RECORD NO. 465

#248866 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Michael Sauber and Marie Sauber, his wife,
Tulsa, County, Oklahoma, parties of the first part, ha-s
 mortgaged and hereby mortgage to Davenport, Ratcliffe & Bethell, a Corporation,
 of parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Six (6) and Seven (7); Block Seven (7) East
 Lynn Addition to the City of Tulsa, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$20 and issued
133/8 shares of mortgage

Jan. 15, 1924
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 One 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 a certain promissory note described as follows, to-wit:

\$1,000.00, dated January 12, 1924; Thirty Days payable to
 Davenport, Ratcliffe & Bethell, a corporation, interest
 10 per cent.

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 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 shall be entitled to the immediate possession of
 the premises and all rents and profits thereof and a Receiver be appointed by proper court to collect
 said rents and profits and preserve said premises.

Said part of the first part hereby agree that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of ----- DOLLARS,
 which this mortgage also secures.

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 12 day of January, 1924.

Michael Sauber

SEAL

Marie Sauber

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 12
 day of Jan., 1924, personally appeared Michael Sauber and Marie Sauber, his wife,

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.

My commission expires May 29, 1926. (SEAL) Bertha L. Cooper, Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of Jan., A. D. 1924
 at 11:10 o'clock A. M.

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