

COMPARED

## MORTGAGE RECORD NO. 465

#241276 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Oscar Cobb and Martha E. Cobb, his wife,  
 of Tulsa, Tulsa, County, Oklahoma, part ies of the first part, ha ve  
 mortgaged and hereby mortgage to Davenport Ratcliffe & Bethell Inc. of Tulsa,  
 of part V 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-Hall Addition to the City of Tulsa,  
 Tulsa County, Oklahoma.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$ 10 and issued  
 Receipt No 11807 thereon or a payment of mortgage  
 tax on the within mortgage.  
 Dated this 4 day of Oct 1923  
W. W. Siskey, County Treasurer  
W. W. Siskey In my

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 ten per cent, per annum, payable annually from date  
 according to the terms of one certain promissory note, described as follows to-wit:

Dated Oct. 1, 1923, time 60 days, amount \$500.00  
 10% payable from date to Davenport Ratcliffe &  
 Bethell Inc. from Oscar Cobb and Martha E. Cobb,  
 his wife,

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

Said part ies 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 & 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 1st day of October, 1923

Oscar Cobb SEAL

Martha E. Cobb, SEAL

STATE OF OKLAHOMA, County of Tulsa,

Before me, ----- a Notary Public in and for said County and State, on this 2nd  
 day of October, 1923, personally appeared Oscar Cobb and Martha E. Cobb,  
his wife,

and -----  
 to me known to be the identical person ies 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 7-26-26 (SEAL) Vincent B. Mann Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Oct. A. D. 1923

at 9:30 o'clock A. M.

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