

COMPARE

## MORTGAGE RECORD NO. 439

225809 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Murray D. Russell Cleves F. Bruce

a Tulsa of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Claude C. Gardner

of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Six (6), Seven (7) and Eight (8) in Block  
Ten (10) in Burnette Addition to Tulsa, Oklahoma.

THE STATE OF OKLAHOMA  
 I hereby certify that I have received  
 Payment No. 8496 in payment of mortgage  
 on the within and  
 Dated this 28th day of March 1923  
 WAYNE L. DICKLEY, County Treasurer

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

Nine Hundred and Three 88/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from

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

One note for the sum of Nine Hundred and Three  
 and 88/100 Dollars payable on or before six  
 months, with interest at the rate of 8% per annum.

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 part V 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 percent of the amount due 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 26th day of March, 1923.

Murray D. Russell SEAL

Cleves F. Bruce SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 26th

day of March, 1923, personally appeared

Murray D. Russell &amp; Cleves F. Bruce

and

to me known to be the identical person 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 4/19/26 (Seal) A. S. Viner, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of March A. D. 1923

at 2:00 o'clock P. M. Book 439, Page 160

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