

COMPARED

MORTGAGE RECORD NO. 439

265

226986 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. E. Andreae and Katherine Andreae, his wife
a _____ of Tulsa County, Oklahoma, part 106 of the first part, ha VE
mortgaged and hereby mortgage to J. R. Love
of _____ part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The North Fifty (50) feet of Lots Four (4) and Five
(5) in Block Six (6) of the Oakdale Addition to
the city of Tulsa, Oklahoma.

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 _____

Thirty-Eight Hundred and No/100

DOLLARS,

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

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

1 note, dated Feb. 30th, 1923, for \$3800.00, two years, payable to J. R. Love,
due Feb. 30th, 1925, interest at 8% from date payable semi-annually.

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

Said part 106 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, and ten per cent of the amount remaining unpaid.

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 30th day of March, 19 23

W. E. Andreae

SEAL

Katherine Andreae

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 30th
day of March, 19 23 personally appeared _____

W. E. Andreae

and Katherine Andreae, his wife

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 May 11th, 1926. (Seal)

Marie B. Ineidl,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of April, A. D., 19 23

at 3:00 o'clock P.M. Book 439, Page 265

Brady Brown,

(Seal)

O. G. Weaver,

By _____ Deputy. _____ County Clerk.