

COMPARED

## MORTGAGE RECORD NO. 439

223995 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. F. Antle and Myrtle Antle, his wife,

a \_\_\_\_\_ of Tulsa County, Oklahoma, part 1<sup>st</sup> of the first part, ha -  
 mortgaged and hereby mortgage to J. H. Berry  
 of \_\_\_\_\_ part 2<sup>nd</sup> of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Eleven (11) and Twelve (12), Block One (1) Kirkpatrick  
 Heights Addition to the city of Tulsa.

FILED IN THE OFFICE OF THE COUNTY CLERK  
 OF TULSA COUNTY, OKLAHOMA  
 THIS 9<sup>th</sup> DAY OF MARCH 1923  
 WAINE L. DRAKE, County Treasurer  
 a g Deputy

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 \_\_\_\_\_

Seven Hundred and no/100 DOLLARS,

with interest thereon at the rate of \_\_\_\_\_ per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_

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

payable to the Central National Bank of Tulsa, dated March 8th and due in 90 days.

This mortgage covers any renewals or extensions of note either in whole or in part and any subsequent loans until this mortgage has been released.

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, and to insure, and keep insured in favor of second  
 party, buildings on said 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 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, 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 Eighth day of March, 1923

C. F. Antle SEAL

Myrtle Antle SEAL

Tulsa  
 STATE OF OKLAHOMA, County of \_\_\_\_\_, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this Eighth  
 day of March, 1923, personally appeared \_\_\_\_\_

C. F. Antle

and Myrtle Antle, his wife,

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed  
 their the same as 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 June 12th, 1923. (Seal) Amy M. Walton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of March 23

at 2:50 o'clock P. M. Book 439, Page 32

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