

COMPARED

## MORTGAGE RECORD NO. 439

#230825 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jas. I. Brandeberry and Mrs. J. I. Brandeberry,  
 a his wife, of Tulsa, County, Oklahoma, part ies of the first part, ha ve  
 mortgaged and hereby mortgage to The Liberty National Bank of Tulsa,  
 of part y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of the South ten (10) feet of Lot Seven (7) and  
 all of the North Thirty (30) feet of Lot Eight (8),  
 Block two hundred six (206), in Wood Lawn Addition  
 to the City of Tulsa, Oklahoma, according to the re-  
 corded plat thereof.

9547 100  
 Paid on the 17th day of May 1923  
 J. I. Brandeberry  
 J. I. Brandeberry  
 J. I. Brandeberry

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 - - - - -  
(\$1,000.00) - - - - - DOLLARS,

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

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

Note in the amount of \$1,000.00, dated March 21st,  
 1923, due on demand after date, bearing interest  
 at the rate of 10 per cent per annum from date,  
 Signed by Jas. I. Brandeberry and Mrs. J. I. Brandeberry.

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. 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 y 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, - - - will pay a  
 reasonable attorney's fee of One hundred and no/100 - - - (\$100.00) - - - 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 21st day of March, 1923.

Jas. I. Brandeberry SEAL

Mrs. J. I. Brandeberry SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - -, a Notary Public in and for said County and State, on this 21st  
 day of March, 1923, personally appeared Jas. I. Brandeberry and Mrs. J. I.  
Brandeberry, his wife,

xxx  
 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 Sept. 3rd, 1925. (SEAL) R.C. Lamprich, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of May A. D., 1923  
 at 2:20 o'clock P. M. Book 439, Page 564

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