

231080 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Hugh B. Sanders and Rebeckah J. Sanders, husband and wife of Tulsa County, Oklahoma, part 1st of the first part, ha. ve mortgaged and hereby mortgage to John Logan of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot numbered Ten (10) in Block numbered Twenty (20) in Cherokee Heights Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof.

I hereby certify that I received 16.70 and issued Receipt No. 9590 for the same in payment of mortgage tax on the above mortgage.
Dated this 21 day of May, 1923.
WAYNE L. DICKEY, County Treasurer
W. L. Dickey
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

Six Thousand-Seven Hundred-Fifty and No/100 (\$6750.00)

DOLLARS.

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

according to the terms of 90 certain promissory note S described as follows, to-wit:

One note dated May 16, 1923 in the sum of \$75.00 due June 16, 1923.
One note date May 16, 1923 in the sum of \$75.00 due July 16, 1923.
And Eighty-eight other notes dated May 16, 1923, each in the sum of \$75.00 one of which is due on the 16th day of each succeeding month thereafter till the entire amount is paid in full, together with interest.
The party of the first part agrees to carry Fire and Tornado Insurance in the sum of \$4000.00 with mortgage clause attached in favor of second party, and to keep same in force during the life of this mortgage.

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 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 10% of the unpaid principal DOLLARS, which this mortgage also recures.

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 16th day of May, 1923.

Hugh B. Sanders

SEAL.

Rebeckah J. Sanders

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 17th day of May, 1923, personally appeared

Hugh B. Sanders

and Rebeckah J. Sanders, husband and wife,

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 May 11th, 1927. (Seal) Maurice A. DeVinna, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of May, A. D., 1923

at 10:00 o'clock A. M. Book 439, Page 581

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