

Overbay Bros., Binders

234510 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Horace Anderson
 a Tulsa, Tulsa County, Oklahoma, part Y of the first part, have
 mortgaged and hereby mortgage to the Title Guarantee & Trust Company
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) in Block One (1) in Ridgedale Terrace
 Second Addition to the city of Tulsa, Oklahoma,
 according to the recorded plat thereof.

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 Sixty Five 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:

Dated April 1st, 1923 for the sum of Nine Hundred Sixty Five and
 No/100 Dollars (\$965.00), payable in installments of Twenty and
 No/100 Dollars (\$20.00) per month; said installments to be paid
 on or before the 1st day of each and every month hereinafter beginning
 the 1st day of May 1923. Deferred payments to bear interest at the
 rate of 8 per cent per annum from date until paid; interest payable
 semi annually. If any of said installments become delinquent for 60
 days the entire unpaid balance shall at once become due and payable
 at the option of the holder.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
 covenant S and agree S 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 upon 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of Ninety Six and 50/100 DOLLARS
 which this mortgage also secures.

Part Y of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 1st day of April, 19 23

Horace Anderson

SEAL

Cecile Anderson

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May 19 23, a Notary Public in and for said County and State on this 26th
 day of May, personally appeared

Horace Anderson
 and Cecile Anderson, husband & 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 October 11th, 1925. (Seal) F. B. Jordan, Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of June A. D., 19 23

at 4:25 o'clock P.M. Book 439, Page 206
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk