

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros. Binders

236429 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. A. Anderson and Marie Anderson, his wife
 of Tulsa County, Oklahoma, part 188 of the first part, have
 mortgaged and hereby mortgage to T. O. Rogers
 of Tulsa County, Oklahoma, part 188 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The East Thirty Three and One Third (33 1/3) feet of
 Lot Two (2) Block Four (4) Highlands Addition to the
 City of Tulsa, County of Tulsa, State of Oklahoma,
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 2235.75 and issued
 Receipt No. 10775 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 24 day of July 1923
W. W. Stucky, County Treasurer
R. B. 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
Twenty Two Hundred and Thirty Five and 75/100 (\$2235.75) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date
 according to the terms of 36 certain promissory note described as follows, to-wit:

Thirty Five Notes in the amount of \$25.00 each, due and payable each
 and every month from April 23, 1923. Said notes bearing interest at
 the rate of 8 per centum per annum payable monthly on the entire
 unpaid balance and payable at the Security National Bank of Tulsa,
 Oklahoma. One note in the amount of \$1360.75 due and payable in 36
 months from date with interest as mentioned above, payable monthly and
 at the Bank aforesaid.

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 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 party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 188 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 \$200.00 DOLLARS
 which this mortgage also secures.

Part 188 of the first part, for said consideration, do hereby expressly waive ~~appraisal of said real estate and~~ all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 23rd day of April, 19 23

C. A. Anderson SEAL

Marrie E. Anderson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 23rd
 day of April, 19 23, personally appeared

C. A. Anderson

and Marie E. Anderson, his wife
 to me known to be the identical persons 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 March 18, 1927. (Seal) W. Warren Ferrell, Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of July, A. D., 19 23
 at 9:50 o'clock A. M. Book 439, Page ---
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk