

Overbay Bros. Binders

237956 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Manilla Mann Upton (a single woman)
 a _____ of Tulsa, Oklahoma _____ County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgage to Horace Anderson
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Eight (8) in Block One (1) Ridgedale Terrace Second
 Addition to the city of Tulsa, Oklahoma, according to
 the recorded plat thereof,

This mortgage is given subject to a first mortgage of
 \$3000.00 favor Local Building & Loan Assn., of Oklahoma
 City; and a second mortgage of \$905.00 favor Title
 Guarantee & Trust Co., of Tulsa, Oklahoma.

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 _____
Eight Hundred Forty Five (\$845.00) DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi annually from date hereof,
 according to the terms of one certain promissory note _____ described as follows, to-wit:

On or before three years after date, we or either of us promise to pay to
 the order of Horace Anderson, Eight hundred forty five dollars, for value
 received, negotiable and payable at office of the National Bank of Commerce
 Tulsa, Oklahoma, without defalcation or discount, with interest from date
 hereof, at the rate of eight per cent per annum, payable semi-annually until
 paid; and if interest be not paid when due to become as principal and bear
 same rate of interest. The drawers and endorsers severally waive presentation
 for payment, protest and notice of protest, and non-payment of this note, and
 agree that this note may be extended from time to time, without notice to pay
 attorneys fees, courts costs, and all other expenses incurred in collecting
 this note and interest, or any part thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 845.00 and issued
 Receipt No. 111.75 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 20 day of 8 1923

W. S. Taylor, County Treasurer

Deputy

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 Y 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, _____ will pay a
 reasonable attorney's fee of ten per cent of face of mortgage DOLLARS
 which this mortgage also secures.

Part Y 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 7th day of August 19 23

Manilla Mann Upton

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this Seventh
 day of August 19 23, personally appeared _____

Manilla Mann Upton (single woman)

and _____
 to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that she executed
 the same as _____ her 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 April 17th, 1927. (Seal) Chas. K. Warren, Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of August A. D. 19 23
 at 4:30 o'clock P.M. Book 430, Page 456

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