

238283 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Walter L. Anders and Elizabeth Jane Anders, husband and wife, of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to Clyde B. Garrett part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots fifteen (15) and sixteen (16), Block Four (4), Orchard Addition to the city of Tulsa, Tulsa County Oklahoma according to the recorded plat thereof.

First parties hereby agree to keep the premises above described insured in the amount \$4000.00 during the life of this mortgage, with mortgage clause in favor of second party or his assigns as their interests may appear

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 Fifty eight hundred fifty and 00/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable - annually from date according to the terms of 19 certain promissory note 8 described as follows, to-wit:

One note of even date herewith for \$230.00 due November 10th, 1923 and eleven notes of \$100.00 each, the first note due on or before December 10th, 1923 and one note due on or before the 10th day of each and every month thereafter until all are due. Also six notes of even date herewith for \$200.00 each, the first note due on or before November 10th, 1924 and one note due on or before the 10th day of each and every month thereafter until all are due. Also one note of even date herewith for \$4033.77 due on or before April 10th, 1925. All of said notes to bear interest at the rate of 8% per annum payable monthly on the entire balance. Said balance to apply first to the discharge of all interest due to date payment is made and the balance to apply on principal.

THIS INSTRUMENT PREPARED
I hereby certify that I received 1-16 and issued
Receipt No. 11123 thereon in payment of mortgage
tax on the within mortgage. Aug 1923
Dated this 17 day of August
W. W. Snoddy, County Treasurer
W. B. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 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 the second part Y shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1st 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 Ten Dollars and ten per cent of the unpaid balance DOLLARS which this mortgage also secures.

Part 1st 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 1st day of August, 19 23

Walter L. Anders

SEAL

Elizabeth Jane Anders

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

Walter L. Anders
and Elizabeth Jane Anders, 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 Mar. 24, 1925 (SEAL) Kathryn Sontag, Notary Public

I hereby certify that this instrument was filed for record in my office on 18 day of August, A. D., 19 23 at 8:00 o'clock A. M. Book 430, Page 476
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk