

## MORTGAGE RECORD NO. 456

Overly Bros. Binders

238503 O.M.J. THIRD

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F. M. Anderson and Grace Anderson his wife  
 a Tulsa of Tulsa County, Oklahoma, part 193 of the first part, ha Y9  
 mortgaged and hereby mortgage to Paul L. Welch  
 of Paul L. Welch party of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Number Eight (8) in Block Number Three (3) in Fairmont  
 Addition to the city of Tulsa, Tulsa County, Oklahoma,  
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$5.67 and issued  
 Receipt No. 11216 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 22 day of Aug 1923  
W. W. Stuckey, County Treasurer  
W. W. Stuckey 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 Eight Hundred Forty Four 46/100  
eight DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable monthly annually from date  
 according to the terms of two certain promissory note S described as follows, to-wit:

\$844.46

Tulsa, Oklahoma.  
 June 6, 1923.

One note dated June 6, 1923, in the sum of \$275.00 payable \$15.00 monthly with  
 interest at the rate of 8% payable monthly all principal until paid. First note  
 due July 6, 1923 & one each & every month thereafter until paid in full.  
 One note dated June 6, 1923, in the sum of \$569.46 payable \$15.00 monthly with  
 interest at the rate of 8% payable monthly on all principal until paid. First  
 installment due February 6, 1925, and a like sum each month thereafter until  
 paid in full.

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 193 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 \$10.00 and 10% of principal sum due DOLLARS  
 which this mortgage also secures.

Part 193 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 6th day of June, 1923

F. M. Anderson

SEAL

Grace Anderson

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Max Halff, a Notary Public in and for said County and State on this 6th  
 day of June, 1923, personally appeared

F. M. Anderson  
 and Grace Anderson, his 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 January 31, 1927 (Seal) Max Halff, Notary Public

I hereby certify that this instrument was filed for record in my office on 22 day of August A. D. 1923  
 at 11:00 o'clock A. M. Book 439, Page 492  
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk