

Overhay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. H. Anderson and Grace Anderson
a _____ of Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to L. H. Agard
of _____ part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot nine (9) Block "B" Medio Sub Division
to the City of Tulsa, in Sec. Eight (8) Twp. Nineteen
(19) North Range Twelve (12) East according to the
recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$270 and issued
Receipt No. 11435 therefor in payment of mortgage
tax on the within mortgage.

Dated this 7 day of Sept 1922

W. W. Stuckey, County Treasurer

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 Six Hundred Eighty eight 97/100
DOLLARS,
with interest thereon at the rate of 10 per cent, per annum, payable monthly from maturity until paid
according to the terms of 77 certain promissory note a described as follows, to-wit:

One note due and payable twenty five months from date in
the amount of \$20.50 and 75 notes for \$20.50 payable
monthly thereafter, and 1 note for \$1130.97 due and payable
one hundred and one months from date.

This mortgage given subject to a first mortgage of \$2000.00
and a second mortgage of \$492.00.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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.

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 ies 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% DOLLARS
which this mortgage also secures.

Part ies 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 May, 1922.

R. H. Anderson SEAL

Grace Anderson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 1st
day of May, 1922, personally appeared R. H. Anderson and Grace Anderson,

to me known to be the identical person a 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 Oct. 24th, 1925. (SEAL) J. Edgar Freeman Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of Sept. A. D., 1923

at 2 o'clock P. M. Book 439, Page 568 (SEAL) O.G. Weaver,
By Brady Brown Deputy. County Clerk