

Overlaid Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. M. Peterson and Marie E. Peterson, husband and wife, of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage unto The Title Guarantee & Trust Company of Tulsa part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty Three (23) in Block Three (3)
Ridgedale Terrace second Addition to the
City of Tulsa, Oklahoma, according to the
recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$8 and issued
Receipt 11444 for a payment of mortgage
tax on the within described premises.
Dated this 7 day of Sept., 1923
W. W. S. [Signature], County Treasurer
[Signature] 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 Eleven Hundred Fifty and No/100 -----

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date

according to the terms of one certain promissory note ----- described as follows, to-wit:

Dated February 14th, 1923, for the sum of Eleven Hundred Fifty & No/100 Dollars (\$1150.00), payable in installments of Twenty & No/100 Dollars (\$20.00) per month; said installments to be paid on or before the 14th day of each and every month hereinafter beginning the 14th day of March, 1923, Deferred payments to bear interest at the rate of 8 per cent per annum from date until paid; interest payable semi annually. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at the option of the holder.

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

Said party 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 One Hundred Fifteen and No/100 ----- DOLLARS which this mortgage also secures.

Part 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 14th day of February, 1923.

C. M. Peterson SEAL

Marie E. Peterson, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 14th day of February, 1923, personally appeared C. M. Peterson and Marie E. Peterson, husband and wife,

to me known to be the identical person 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 October 4th, 1924. (SEAL) B. M. Grotkop Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of Sept. A. D., 1923 at 4 o'clock P. M. Book 439, Page 573

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