

239909 M H

Overbay, Brown, Henders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That V. H. Anderson and Gertrude Anderson his wife
 a Tulsa County, Oklahoma, part 128 of the first part, ha Y9
 mortgaged and hereby mortgage to D. H. Montgomery
 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 Three '3) in Block Six (6) in Maryland Gardens Addition to the City of
 Tulsa, Tulsa County, State of Oklahoma according to the recorded plat thereof.

This Mortgage is given subject to a first Mortgage of \$1550.00 payable at the rate of
 \$25.000 per month, with 8% interest payable monthly, and a Second Mortgage of \$775.00
 with interest at 8% per annum

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 One Thousand (\$1000.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Semiannually from date
 according to the terms of 67 certain promissory note described as follows, to-wit:

66 notes of \$15.00 each, and one note for \$10.00
 All dated Sept. 4th 1923, First note of \$15.00 due Oct. 4th 1923
 and one note thereafter for 66 consecutive months until the full
 amount is paid, Interest at 8% per annum payable semiannually

TRUSTEE'S ENFORCEMENT
 I hereby certify that \$15.00 and issued
 Receipt No. 11505 for payment of mortgage
 tax on the within instrument.

Dated this 12 day of Sept 1923
 W. W. Stuckey, County Treasurer
A. James
 Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 128 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 part Y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 128 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 \$10.00 and ten percent DOLLARS
 which this mortgage also secures.

Part 128 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 Sept., 1923.

V. H. Anderson SEAL

Gertrude Anderson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, H. V. Anderson, a Notary Public in and for said County and State on this sixth
 day of Sept., 1923 personally appeared

and Gertrude 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 June 18, 1927 (Seal) Nettie J. Powell Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of Sept. A. D., 1923.
 at 3.30 o'clock P. M. Book 439, Page 599
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk