

COMPARED
#243336 NS

MORTGAGE RECORD NO. 465

TRUSTEE'S ENDORSEMENT

I hereby certify that I received \$320.00 and issued
tax on the within mortgage.

Dated this 31 day of Oct 1923
W. W. Saffrey, County Treasurer
S.B. Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. M. Anderson and Karen Anderson, husband and wife,

of Tulsa, County, Oklahoma, part 168 of the first part, ha-
mortgaged and hereby mortgage to The First National Bank of Broken Arrow,
of Tulsa County, State of Oklahoma, to-wit:

The Southeast Quarter of Section 36 Township 19 North, Range 13 East.

NOTE. BROKEN ARROW, Okla. July 27th, 1923, \$680.00

October 27th, 1923; after date, without demand, notice or protest, we, or either of us, as principal, promise to pay to the order of THE FIRST NATIONAL BANK OF BROKEN ARROW, OKLA. Six Hundred Eighty & No/100 Dollars; For value received, negotiable and payable, with interest from maturity at the rate of 10 per cent, per annum. Payable at the FIRST NATIONAL BANK, of Broken Arrow, Okla. interest payable annually. If the interest be not paid when due it shall become a part of the principal and bear the same rate of interest. The makers sureties and endorsers waive demand, notice and protest and agree to let the time of payment be extended without our consent from time to time until paid. In case this note is placed in the hands of an Attorney for collection I, or we, agree to pay ten per cent additional as Attorney's fee.

No..... Hans M. Anderson
P.O..... (Copy) Karen Anderson.

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 (Thirty One Hundred Eighty & No/100) DOLLARS.

with interest thereon at the rate of 10% per cent, per annum, payable Annually annually from Maturity

according to the terms of 2 certain promissory note 8 described as follows, to-wit:

BROKEN ARROW, OKLA. July 27th, 1923, \$2500.00

October 27th, 1923, after date, without demand, notice or protest, we, or either of us, as principal, promise to pay to the order of THE FIRST NATIONAL BANK OF BROKEN ARROW, OKLA. Twenty Five Hundred & No/100 Dollars; For value received negotiable and payable with interest from maturity, at the rate of 10 per cent per annum, Payable at the FIRST NATIONAL BANK, of Broken Arrow, Okla. Interest payable annually. If the interest be not paid when due it shall become a part of the principal and bear the same rate of interest. The makers sureties and endorsers waive demand, notice and protest and agree to let the time of payment be extended without our consent from time to time until paid. In case this note is placed in the hands of an Attorney for collection, I, or we, agree to pay ten per cent additional as Attorney's fee.

No..... P.O..... (Copy) Hans M. Anderson, Karen Anderson.

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

Said part, 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 Three Hundred One & 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 27th day of July, 1923.

Hans M. Anderson, SEAL
Karen Anderson, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 27th day of July 1923, personally appeared Hans M. Anderson and Karen Anderson,

and 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 Aug. 28, 1924. (SEAL) Joseph C. Dowdy, Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of Oct. A.D. 1923.

at 9 o'clock A. M. Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk.