

COMPARED

#243502 NS

MORTGAGE RECORD NO. 465

259

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Hugh Gary and Anna Belle Gary, his wife,  
 of Tulsa, County, Oklahoma, parties of the first part, ha. S.  
 mortgaged and hereby mortgage to Chris Keeyart  
 of part y. of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Fourteen in Block Fifteen (15) Hillcrest  
 Addition to the City of Tulsa, Tulsa County,  
 Oklahoma, according to the recorded plat thereof.

TREASURER'S RECEIPT  
 I have received \$2.40 and issued  
 Receipt 12587 in payment of mortgage  
 tax on the 1 day of Nov. 1923  
 W. W. S.B.  
 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 Four Thousand and no/100 -----  
 ----- DOLLARS,  
Eight per cent, per annum, payable ----- annually from ----- date  
 with interest thereon at the rate of ----- per cent, per annum, payable -----  
 according to the terms of one certain promissory note ----- described as follows, to-wit:

One note for the sum of \$4,000.00 due three years  
 from the date hereof with interest thereon at the  
 rate of eight per cent per annum, payable annually.

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 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 V. shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part ies 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 Ten Dollars and ten per cent ----- 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 26th day of October, 1923

Hugh Gary SEAL  
Anna Belle Gary, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this Twenty Sixth  
 day of October, 1923, personally appeared Hugh Gary and Anna Belle Gary, his wife,

and -----  
 to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they  
 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 March 23rd, 1925. (SEAL) Harry E. Wheeler, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of Nov. A. D. 1923  
 at 8:00 o'clock A. M.

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