

MORTGAGE RECORD NO. 465

#246738 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Neil G. Grubb and Leland Grubb, (his wife)
 of Tulsa, County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to SUNSET GARDENS COMPANY
 of Tulsa, County, Oklahoma, part ies of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

West Twenty (20) Feet of Lot Nineteen (19)
 and Lot Eighteen (18) Block Twelve (12)
 in Sunset Terrace An Addition to the City
 of Tulsa, Oklahoma, according to the recorded
 plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$328.00
 Receipt No. 2219 therefor in payment of
 tax on the within mortgage.

Dated this 14 day of Dec

W. W. Shackley, County Clerk

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 Forty-one Hundred Fifty (\$4,150.00) -----
 ----- DOLLARS.

with interest thereon at the rate of seven per cent, per annum, payable monthly annuity from November 19th, 1923.

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

Tulsa, Oklahoma, November 19, 1923, for value received, we or
 either of us promise to pay to the order of The Sunset Gardens
 Company, Tulsa, Okla., the sum of (\$4,150.00) Forty-one Hundred
 Fifty Dollars, in installments of Eighty-five Dollars (\$85.00)
 per month, said installments to be paid on or before the first
 day of each month and every month hereafter beginning the 1st
 day of December, 1923, payable monthly; 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. Negotiable
 and payable at the office of the Sunset Gardens Company, Tulsa,
 Oklahoma. This note is secured by a mortgage on West Twenty (20)
 Feet Lot Nineteen (19) and Lot Eighteen (18) Block Twelve (12),
 Sunset Terrace an Addition to the city of Tulsa, Oklahoma.

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

Said part ies 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 Five Hundred 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 19th day of November, 1923

Neil G. Grubb

SEAL

Leland Grubb

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 22nd
 day of November, 1922, personally appeared Neil G. Grubb & Leland Grubb, 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 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. 3, 1926. (SEAL) Robt. A. Stewart. Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of Dec. A. D. 1923
 at 11 o'clock A. M.

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