

247486 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Horace Anderson and Cecile Anderson, husband and wife  
of Tulsa, Tulsa County, Oklahoma, part 1st of the first part, have  
mortgaged and hereby mortgage to Lea McBirney, Trustee  
of part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lots Five (5) and Six (6) Block Nine (9) Park Hill  
Addition to the city of Tulsa, Oklahoma, according  
to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$140 and issued  
Receipt No. 13048 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 26 day of Dec, 1923  
W. W. Stuckey, County Treasurer

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

Fourteen Hundred Twenty Five and No/100

DOLLARS,

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

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

Dated December 7th, 1923, for the amount of Fourteen Hundred Twenty Five and No/100  
Dollars (\$1425.00), payable in installments of Twenty Five and No/100 Dollars (\$25.00)  
monthly; said installments to be paid on or before the 7th day of each and every month  
hereafter beginning the 7th day of January 1924. Deferred payments to bear interest at  
the rate of 8 per cent per annum from date until paid; interest 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.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 1st or 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 Forty Two and 50/100 DOLLARS,  
which this mortgage also secures.

Part 1st of the first part, for said consideration, do as hereby expressly waive appraisalment of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma.

Dated this 7th day of December, 1923

Horace Anderson

SEAL

Cecile Anderson

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 December, 1923, personally appeared

Horace Anderson & Cecile Anderson, husband and 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 Mar. 31, 1927. (Seal) Etta White, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Dec. A. D., 1923  
at 9:30 o'clock A. M. and recorded in Book 465, Page 549.

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