

COMPARED

MORTGAGE RECORD NO. 465

241154 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Hugh Gary and Anna Belle Gary, his wife
 of Tulsa, Tulsa County, Oklahoma, parties 1st of the first part, have
 mortgaged and hereby mortgage to M. S. Mosby
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty (20) in Block Five (5) Ohio Place Addition
 to the city of Tulsa, Tulsa County, Oklahoma. According
 to the recorded plat thereof.

THE STATE OF OKLAHOMA
 I hereby certify that the foregoing is a true and correct copy of the original of mortgage
 Book No. 11754 of the County of Tulsa
 Dated this 1 day of Oct 1923
W. W. Stanley, 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 Three Thousand & No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from September 28th, 1923
 according to the terms of one certain promissory note, described as follows, to-wit:

One note dated September 28th, 1923 and due September 28th 1926. Said note bearing
 interest at the rate of 8% per annum from date until paid, interest payable semi
 annually.

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.

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 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, 1st will pay a
 reasonable attorney's fee of three hundred & No/100 DOLLARS,
 which this mortgage also secures.

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

Dated this 28th day of September, 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 28th
 day of September, 1923, personally appeared

Hugh Gary

and Anna Belle Gary, his wife

to me known to be the identical person 8 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 March 10, 1925. (Seal) Fred S. Broach, Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of Oct, A. D. 1923.

at 11:00 o'clock A. M. and recorded in Book 465, Page 76.

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