

# MORTGAGE RECORD

115

IT IS ALSO FURTHER AGREED, That whereas, the said William E. Andree  
and Katherine Andree  
have borrowed of said THE DETROIT UNITED BANK, the amount of Sixteen Hundred (16.00)  
Dollars, secured by this mortgage:

NOW, THEREFORE, The said William E. Andree and Katherine Andree  
first part agree to do all things required of them by this mortgage and the bond hereinbefore mentioned, and to repay to said  
Bank the principal sum of Sixteen Hundred (16.00) Dollars,

in one hundred monthly payments of Sixteen (16) Dollars, each,  
according to the terms mentioned in said bond, one payment to be made on or before the last business day of the month in which said bond and  
mortgage are executed, and a like payment on or before the last business day of each successive month thereafter until one hundred of said monthly  
payments of principal have been made, and William E. Andree and Katherine Andree

further agree to pay \$ 11.20 interest on or before the last business day of the month in which said bond and mortgage are  
executed, and a like sum on or before the last business day of each successive month thereafter for the period of one year from the date of this  
instrument; during the second year of this loan agrees to pay \$ 9.79 interest, monthly on or before the last business day of each  
month; during the third year of this loan agrees to pay \$ 8.35 interest monthly on or before the last business day of each month;  
during the fourth year of this loan agrees to pay \$ 6.94 interest monthly on or before the last business day of each month; during  
the fifth year of this loan agrees to pay \$ 5.50 interest monthly on or before the last business day of each month; during the  
sixth year of this loan agrees to pay \$ 4.10 interest monthly on or before the last business day of each month; during the  
seventh year of this loan agrees to pay \$ 2.69 interest monthly on or before the last business day of each month; during the  
eighth year of this loan agrees to pay \$ 1.25 interest monthly on or before the last business day of each month; during the first

four months of the ninth year agrees to pay \$ 13.2 interest monthly on or before the last business day of each month. With  
the privilege, however, of repaying said loan or the balance due on \$100 of the same or any multiple thereof at the end of any year from the date  
of this mortgage and said bond, in which case monthly payments shall be reduced proportionately.

But in no event, whether first part elect to avail themselves of the privilege of repaying said loan before said monthly  
payments hereinbefore provided for have been made or not shall the interest paid for the use of the money exceed the rate of eight and nine-  
tenths (8.9) per cent. per annum on the amount remaining unpaid from month to month. It is further understood and agreed that all payments  
which are not promptly made when due shall thereafter draw interest at the rate of eight and nine-tenths (8.9) per cent. per annum until paid.

AND IT IS ALSO AGREED, That should any default be made in the payment of any of the items mentioned in this mortgage on the  
day when the same are made payable by this mortgage or said bond, or should said first part fail or neglect to pay, or cause to be paid, all  
taxes, assessments, or public rates levied upon said premises, when the same become due and payable under the laws of Oklahoma, or shall allow or  
permit any legal or equitable liens to stand or to be placed against the premises herein conveyed, that will in any manner affect or weaken the security  
herein, intended so to be, or shall commit waste on said premises, or do any act whereby the property hereby conveyed is made less valuable,  
or shall fail well and truly to keep and perform each and all of the covenants, express or implied, herein contained, or either or any of them, then,  
upon the happening of any of the above contingencies, the whole amount herein secured shall become due and payable at once, without notice,  
if said second party so elect, anything hereinbefore contained or contained in said bond, to the contrary thereof in anywise notwithstanding.

AND IT IS FURTHER EXPRESSLY AGREED, That as often as any proceeding is taken to foreclose this mortgage, said first part  
shall pay said second party, its successors or assigns, a sum equal to ten per cent. of the total amount due on said bond and this mortgage as  
attorney's fees for such foreclosure in addition to all other legal costs, and that such attorney's fee shall be a lien upon the land above described  
and a part of the debt secured by this mortgage. Appraisal of said premises is hereby waived or not at the option of the party of the second  
part.

IN WITNESS WHEREOF, The part us of the first part have hereunto set their hand and seal the day and year first  
above written.

Signed, Sealed and Delivered in the Presence of  
H. C. Brockman } William E. Andree [L. S.]  
Katherine Andree [L. S.]  
[L. S.]  
[L. S.]

STATE OF OKLAHOMA, }  
County of Tulsa } ss.  
Before me, E. A. Lilly a Notary Public, in and for said County  
and State, on this 1st day of June 1912 personally appeared  
William E. Andree and Katherine Andree  
to me known to be the identical persons 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 hand and official seal the day and year last above written.  
(Seal) My commission expires Sept. 21st 1912 E. A. Lilly Notary Public.

This instrument was filed for record this 5 day of June A. D. 1912 at 3:45 o'clock P. M.  
By H. O. Walkley Deputy. Register of Deeds.