

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Nora B. Terrell and O.W. Terrell, husband and wife,

a _____ of Tulsa; _____ County, Oklahoma, part 10 of the first part, ha _____

mortgaged and hereby mortgage to R. Eisele

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 Two (22) in Block Eight (8) in Lynch Forsythe Addition to the City of Tulsa, Oklahoma according to the recorded plat thereof.

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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 Seven Hundred Eighty-eight and no/100 - - - -

- - - - - DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable - - - - annually from maturity

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

One note dated 1-18-1924, due 2-18-1924 for \$55.00
One note dated 1-18-1924, due 3-18-1924 for \$54.67
One note dated 1-18-1924, due 4-18-1924 for \$54.33
One note dated 1-18-1924, due 5-18-1924 for \$54.00
One note dated 1-18-1924, due 6-18-1924 for \$53.67
One note dated 1-18-1924, due 7-18-1924 for \$53.33
One note dated 1-18-1924, due 8-18-1924 for \$53.00
One note dated 1-18-1924, due 9-18-1924 for \$52.67
One note dated 1-18-1924, due 10-18-1924 for \$52.33
One note dated 1-18-1924, due 11-18-1924 for \$52.00
One note dated 1-18-1924, due 12-18-1924 for \$51.67
One note dated 1-18-1924, due 1-18-1925 for \$201.33

This mortgage is given subject and inferior, to a certain mortgage for \$3,000 and interest given, by said parties to J.J. Daly and dated February 19, 1923.

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.

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

Said parties 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 Seventy-eight _____ DOLLARS, which this mortgage also secures.

Parties 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 18th day of January, 19 24

Nora B. Terrell SEAL

O.W. Terrell SEAL

STATE OF OKLAHOMA, County of Tulsa; _____, ss:

Before me, _____, a Notary Public in and for said County and State, on this 18th day of January, 19 24, personally appeared Nora B. Terrell and O.W. Terrell, husband and wife,

and _____

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 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 18 day of Jany. A. D. 19 24

at 3:00 o'clock P.M. Book 403, Page 11

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