

224527 G.M.J.

UNRECORDED

REAL ESTATE MORTGAGE

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

a _____ of Tulsa, Tulsa County, Oklahoma, part V of the first part, have

mortgaged and hereby mortgage to R. Biesele

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 and
Forsythe Addition to the city of Tulsa, according
to the Recorded Plat thereof.

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 _____

Six Hundred (\$600.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from March 6, 1923according to the terms of one certain promissory note _____ described as follows, to-wit:

One note for Six Hundred Dollars (\$600.00) due on or before Nine (9) months from date,
signed by Norma B. Terrell and O. W. Terrell.
This mortgage is given subject to a prior mortgage signed by Nora B. Terrell and O. W.
Terrell in favor of J. J. Daly for thirty five hundred dollars (\$3500.00) 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, and to insure, and keep insured in favor of second
party, building 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^{ies} 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 sixty (\$60.00) _____ DOLLARS,
which this mortgage also secures.

Part^{ies} 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 6th day of March, 19 23.

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 6th
day of March, 19 23, personally appeared _____Nora B. Terrell and O. W. Terrell, wife and husband

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 July 18, 1923. (Seal) C. R. Thurlwell. Notary Public.I hereby certify that this instrument was filed for record in my office on 15 day of March A. D. 19 23
at 10:30 o'clock A. M. Book 439, Page 81By Brady Brown, Deputy. (Seal) O. J. Weaver, County Clerk.