

County and State, on this 9th day of May, 1921, personally appeared Pace G. Hefflefinger and Verna Maxine Hefflefinger, 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 above set forth.

(SEAL) Lewis G. Mebne, Notary Public.

My commission expires Feb. 4th, 1925.

Filed for record in Tulsa County, Okla. on June 25, 1924, at 2:30 P.M. recorded in book 449, page 631, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

261407--BH

REAL ESTATE MORTGAGE.

Know all men by these presents; That Horace Anderson and Cecile Anderson, his wife, of Tulsa, County Oklahoma, parties of the first part have mortgaged and hereby mortgage to Tulsa Investment Company, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot eight (8) in Block fifteen (15) in College addition

to the City of Tulsa, according to the recorded plat thereof,

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same, except a mortgage in the principal sum of \$1,750.00 to Home Building & Loan Association, of Tulsa, Okla., a corp.

This mortgage is given to secure the principal sum of six hundred fifty and no/100 (\$650.00) dollars, with interest thereon at the rate of eight per cent per annum, payable according to the terms of the certain promissory note, described as follows, to-wit: One note of even date herewith in the principal sum of \$650.00 payable in equal consecutive monthly installments of \$25.00 per month, including interest, beginning the 7th day of July, 1924, and a like sum on the 7th day of each and every month thereafter until the full sum of \$650.00 together with interest from May 23, 1924, on the balance from time to time remaining unpaid, shall have been paid in full.

Provided always, that this instrument is made, executed and delivered upon the following conditions, to-wit: that said first parties 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 installments, 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 said second party 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 they will pay a reasonable attorney's fee of \$10.00 and ten per cent of the account due, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemption and stay laws of Oklahoma.