

COMPARED

#242576 NS

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Floyd P. Hale and Velma Hale, husband and wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Chas. Page,
 of part V. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) Block Thirty-eight (38) Oakridge Second
 Addition to the City of Sand Springs, Oklahoma,
 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 Five Hundred Twenty and no/100 -----
 ----- DOLLARS,

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

One note for the principal sum of Five Hundred Twenty and no/100
 Dollars dated the 5th day of October, 1923, executed by the above
 named mortgagors due and payable to the above named mortgagee or
 order in monthly installments of \$20.00 per month; the first in-
 stalment due and payable on the 5th day of November, 1923, and a
 like instalment due and payable on the 5th day of each succeeding
 month until all the indebtedness hereby secured shall have been
 paid.

Failure to pay any interest or instalment when due shall cause all
 indebtedness secured hereby to be immediately due and payable at the
 option of the mortgagee, his heirs, executors, administrators, or
 assigns. This mortgage is executed subject to a first mortgage heretofore given
 by the above named mortgagors to Home Building & Loan Association of Tulsa, Okla-
 homa, in the sum of three thousand (\$3,000.00) dollars.
 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 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 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, ----- will pay a
 reasonable attorney's fee of Fifty and no/100 ----- 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 5th day of October, 1923

Floyd P. Hale SEAL

Velma Hale, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 5th
 day of October, 1923, personally appeared Floyd P. Hale and Thelma Hale,
husband and wife,

to me known to be the identical person, 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 ----- (SEAL) Art Stanton Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Oct., A.D. 1923
 at 11 o'clock A. M.

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