

MORTGAGE RECORD NO. 465

#242688 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. B. Ocheltree and Lula Idella Ocheltree, his wife,
Tulsa, Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to W. P. Owen,
 of part of the second part, the following described real estate and premises, situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) Block One (1) Hobbs Addition to the
 City of Tulsa, Oklahoma.

Subject to an Aetna Bldg. & Loan Ass'n Loan of
 \$4,000.00 dated October 2, 1923.

RECORDED IN THE PUBLIC RECORDS OF THE
 COUNTY OF TULSA, OKLAHOMA, VOL. 150, PAGE 1
 12/11/23
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 S.B.

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 Fifteen Hundred and no/100 - - - - \$1,500.00

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

Amount \$1,500.00; Rate 10% payable semi-annually after one year
 from date, Oct. 18, 1924; Prin. payable \$25.00 per month; on the
 18th of Nov. and on the 18th of each month hereafter until paid
 in full.

evidence of the within indebtedness.

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.

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 parties 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
Ten Dollars & 10% of unpaid balance
 reasonable attorney's fee of 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 October, 1923

M. B. Ocheltree SEAL

Lula Idella Ocheltree 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 October, 1923, personally appeared M. B. Ocheltree and Lula Idella
Ocheltree, his wife, both of Tulsa, Okla.

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 July 21st, 1927 (SEAL) Lydia M. Bickford, Notary Public.

I hereby certify that this instrument was filed for record in my office on 20 day of Oct., A.D., 1923.

at 1 o'clock P.M.
Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk.