

## MORTGAGE RECORD NO. 465

#245258 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. H. Hendee

of Tulsa, County, Oklahoma, part Y of the first part, has  
 mortgaged and hereby mortgage to Security National Bank, of Tulsa, Okla.  
 of Tulsa, County, Oklahoma, part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

South Fifty (50) feet of Lot Six (6) Block Five (5)  
 Horner Addition to the City of Tulsa, County of Tulsa,  
 Oklahoma, according to the recorded plat thereof.

The above described property is not nor never has been my  
 homestead or any part thereof nor has it ever been occupied  
 by me or my family.

(mortgage is subject to a first mortgage.)

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

This mortgage is given to secure ~~the following notes:~~ the following notes:

One note dated June 11, 1923, in the principal amount of \$23,032.24, due ~~XXXXXX~~  
 90 days from date, said note being payable to the Liberty Natl Bank and assigned  
 to the Security Natl Bank. one note for \$6,610.57 dated Nov. 22, 1923, due 30 days  
 from date, with interest thereon at the rate of 8% per cent per annum, payable as pro-  
 vided, in note. .... annually from ..... according to the terms of .... certain  
 promissory note..., described as follows, to-wit;

THE MORTGAGE RECORD

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S.B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby  
 covenant S and agree S 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 part Y shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, ----- will pay a  
 reasonable attorney's fee of 10% of total amount of notes ----- ~~10% of total~~  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 22d day of November, 1923

W. H. Hendee

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 22d  
 day of November, 1923, personally appeared W.H.Hendee

and -----  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed  
 the same as his 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 9-27-27 (SEAL) James B. Brooks, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Nov., A. D. 1923

at 10:40 o'clock A. M.

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