

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. F. Teel, and Clara E. Teel, (husband and wife)
 of Tulsa, Oklahoma, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to W. O. Heizer and W. L. McCaskey,
 parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Ten (10) in Block Two (2) of Pilcher Summit
 Addition to the City of Tulsa, County of Tulsa,
 State of Oklahoma, according to the duly recorded.

Plat thereof.

Subject to a first mortgage favor Aetna Building &
 Loan Association, in the sum of \$3750.00 which has,
 at this date, been reduced to the sum of \$3710.00

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 Two Thousand one hundred seventy eight and 99/100
(\$2178.99) ----- DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable semi- annually from date hereof,

according to the terms of one certain promissory note ----- described as follows, to-wit:

Tulsa, Oklahoma, November, 27th, 1923. For value received I, we, or
 either of us promise to pay to the order of W. O. Heizer and W. L. McCaskey,
 the sum of Two thousand one hundred seventy eight and 99/100 Dollars
 (\$2178.99) in installments of Twenty dollars, (\$20.00) per month; said
 installments to be paid on or before the 27th day of each and every month
 hereafter beginning the 27th day of December, 1923; Deferred payments
 to bear interest at the rate of 8% per annum from this date, until paid;
 interest payable semi-annually. If any of said installments become delin-
 quent for 60 days the entire unpaid balance shall at once become due and
 payable at option of the holder.

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, buildings on said premises,

If 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 ies 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 Ten per cent of face of mortgage, 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 27th day of November, 1923

H. F. Teel

SEAL

Clara E. Teel

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 28th
 day of November, 1923, personally appeared H. F. Teel and Clara E. Teel,
(husband and wife)

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 April 17th, 1927. (SEAL) Chas. K. Warren Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of Dec., A. D. 1923

at 2 o'clock P. M.

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