

MORTGAGE RECORD NO. 465

#246959 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F.S. English and Leta English, (husband and wife) of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Chas. K. Warren and W.T. Freeman, of ies, part ies, of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) in Block Four (4) of Pilcher Summit Addition to Tulsa, Oklahoma, according to the recorded plat and survey thereof.

Subject to a first mortgage in favor of Home Building & Loan Association, in the sum of \$1000.00 payable \$14.30 per month, including interest.

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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 Twenty One Hundred Thirty One (\$2131.00) DOLLARS,

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

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

Tulsa, Oklahoma, October 15th, 1923. For value received, I, we, or either of us promise to pay to the order of Chas. K. Warren and W.T. Freeman, the sum of Twenty one hundred thirty one Dollars, in installments of Thirty three dollars, (\$33.00) per month; said installments to be paid on or before the 15th day of each and every month hereafter beginning the 15th day of November 1923. Deferred Payments to bear interest at the rate of eight per cent per annum from this date until paid; interest payable monthly and to be included in said monthly payment of \$33.00. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the National Bank of Commerce Tulsa, Oklahoma, This note is secured by second mortgage, on Lot (7) Block (4) Pilcher Summit Addition to Tulsa, Oklahoma.

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 ten per cent of face of mortgage, 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 15th day of October, 1923

F.S. English

SEAL

Leta English

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 25th day of Oct., 1923, personally appeared F.S. English and Leta English, his wife,

and _____ 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 Nov. 20, 1924. (SEAL) John T. Miller, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Dec., A. D. 1923 at 4:40 o'clock P. M.

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