

MORTGAGE RECORD NO. 465

COMPARED

#241053 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mrs. Mary Batell and M.E. Batell, her husband,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to John E. Rodger,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in Block Eleven (11) in Norvell
 Park Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$2.48 and issued
 Receipt No. 11744 for the payment of money
 tax on the within instrument.
 Dated this 27 day of Sept. 1923
 W. W. Slocum, County Treasurer
 Deputy

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 Thirty One Hundred Fourteen & No/100 - - - -
14.00 DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from October 4th,

according to the terms of 49 certain promissory notes 8 described as follows, to-wit:

Forty eight certain promissory notes in the amount of
 \$20.00 each and one note in the amount of \$2154.00. The
 notes being dated Sept. 25th, 1923, and the first note
 being due and payable Nov. 4th, 1923 and one note being due
 and payable on the 4th day of each and every month there-
 after until all have been paid in full, and the last note
 due and payable Nov. 4th, 1927, together with interest at
 the rate of 8% per annum payable semi-annually.

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
Ten Dollars & 10% reasonable attorney's fee of 10 DOLLARS,
 which this mortgage also secures.

Parties of the first part, for said consideration, do 0 - - - hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 25th day of September, 1923

M. E. Batell SEAL

Mary Batell SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 25th
 day of September, 1923, personally appeared Mrs. Mary Batell and M.E. Batell, her
husband,

~~xxx~~
 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 Feb. 4th, 1925. (SEAL) Lewis G. Melone Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Sept., A. D. 1923

at 2:30 o'clock P. M.

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