

Filed for record in Tulsa, Okla. on Dec. 7, 1923, at 4:20 P.M. recorded in book 474,
page 600. Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

246257 - BH

COMPARED

REAL ESTATE MORTGAGE.

TREASURERS ENDORSEMENT - - -
I hereby certify that I received \$1282.90 and issued
check 12829 for payment of mortgage
dated Dec. 7, 1923.

This indenture, made this seventh day of December, A.D. 1923, by and between W. M. Ballew
and Shirley Louise Ballew, husband and wife, of Tulsa County, State of Oklahoma, of the first part, and H. E. Hense of Tulsa, Oklahoma, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of
seventeen hundred and fifty and no/100 dollars, to them in hand paid, the receipt of which
is hereby acknowledged, have granted, bargained, and sold, and by these presents, do grant,
bargain, sell and convey into said party of the second part, his heirs and assigns, forever,
all the following described real estate situated in the County of Tulsa, State of Oklahoma,
to-wit: The south twenty (20) feet of lot nine (9) and the north twentyfive feet (25) of
lot ten (10) in Block five (5) of Woodward Park addition to the City of Tulsa; according to
the recorded plat thereof, with the appurtenances and all the estate, title and interest of
the said parties of the first part herein. And the said parties of the first part do
hereby covenant and agree that at the delivery hereof they are the lawful owners of the
premises above granted, and seized of a good and indefeasible estate of inheritance, ^{therein} free
and clear of all incumbrance except a mortgage of \$3,500.00 to Wiltz B. Tribble.

This grant is intended as a mortgage to secure the payment of the sum seventeen
hundred and fifty and no/100 dollars, according to the terms of one certain promissory
note, this day executed and delivered to the said parties of the first part to the said part
of the second part, described as follows, to-wit: a note of even date herewith for
seventeen hundred and fifty and no/100 dollars, payable in monthly installments of \$50.00
together with interest on the unpaid balance.

Said parties of the first part shall, while any part of said principal or interest
remains unpaid, pay all taxes and assessments on said mortgaged property when they become
due, and shall keep the buildings on said premises insured to the satisfaction of the
holder hereof in the sum of \$5,000.00 and the policy in case of loss, payable to the said
holder as his interest may appear, whether ^{the} debt be due or not, and shall pay all interest
as soon as it becomes due, and in case of failure to comply with any of these provisions, at
the option of the holder hereof, such tax or assessment may be paid and such insurance
effected by the holder hereof, and the amounts so paid shall be a lien on the premises
aforesaid and be secured by this mortgage and be collected in the same manner as the prin-
cipal debt hereby secured. If said principal debt shall not be paid when due, or if at
any time there remains unpaid any interest, insurance premiums, taxes or assessments, after
the same become due, or should said mortgagors commit waste on said described premises, then
the said note and all sums by this mortgage secured shall immediately become due and pay-
able without notice and the holder hereof may at once cause this mortgage to be foreclosed and
shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby
secured, in no event being less than fifty dollars, the sum to be adjudged a lien upon said
lands and secured by this mortgage and shall be entitled upon the breach of any of the con-
ditions herein to the immediate possession of said premises and to the rents and profits
thereof, and the said mortgagors hereby covenant and agree to give the peaceable possession
thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute
proceedings in court to foreclose this mortgage the parties hereto agree that said receiver