

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

259363 C.M.J. 26th day of May A.D. 1924, between
 THIS INDENTURE, Made this 26th day of May A.D. 1924, between
 Ethel M. Heizer and W. O. Heizer (wife and husband)
 of Tulsa County, in the State of Oklahoma, of the first part, and
 Sibyl B. McCaskey of the second part,
 WITNESSETH, That the said parties of the first part in consideration of the sum of
 Five thousand and No/100 DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part -- heirs and
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lot One (1), Block thirty-six (36) original Town
 of Tulsa, Oklahoma.

This mortgage is given subject to a first mortgage in the
 sum of \$5000.00, in favor of The Home Building Loan Association,
 Tulsa, Oklahoma.

I hereby certify that I have examined the original of the above described mortgage and find it to be a true and correct copy of the original as the same appears from the records of the County of Tulsa, Oklahoma, and that the same was duly recorded on the 29th day of May 1924 at 5.13 P.M.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in
 anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

Ethel M. Heizer

grantor ha VS executed and delivered three certain promissory note S dated May 26, 1924
 to said part of the second part for \$ Five thousand dollars and No/100 (\$5000.00) 2- Notes dated May
 26, 1924 for two thousand dollars each due and payable on or before five years after
 date. 1- Note dated May 26, 1924 for one thousand dollars due and payable on or before
 five years after date.
 All of the above to become due on May 26, 1929.
 with interest at the rate of eight per centum per annum, payable semi annually.

And the first part V agree S to keep the buildings insured for \$ reasonable

In case that the papers for foreclosure are filed, the first part S agree to pay an attorney fee of \$ 10% of face of mortgage which
 this mortgage also secures.

Now, if said part of the first part shall pay or cause to be paid to said part V of the second part, -- heirs or as-
 signs, said sum of money in the above described note S together with the interest thereon, according to the terms and tenor of the same, then these presents shall
 be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is
 not paid when the same is due, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or
 any assignee of said note or the debt secured thereby, or, if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part
 of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum
 interest per annum, and said part V of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said con-
 sideration do AS hereby waive or not waive appraisement, at the option of said second part V or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part ha S hereunto set their hand the day and year first above written.

Ethel M. Heizer

WITNESSES:

W. O. Heizer

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 26th day
 of May 1924 personally appeared

Ethel M. Heizer

W. O. Heizer (wife and husband)

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.

Given under my hand and seal the day and year last above written.

My Commission expires November 30, 1927. (Seal)

W. M. Lewis,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 28 day of May 1924 at 4:00 o'clock P. M.

Book 424, Page 594

Brady Brown,

Deputy.

(Seal)

O. C. Weaver,

County Clerk.