

The News Dispatch Printing &amp; Audit Co., Shawnee, Okla.

227048 C.F.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ophie Belle Eitel and Chas. R. Eitel, her husband  
 a Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Helena S. Card  
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot twenty two (22) Grandview Place Second Addition to  
 Tulsa, Okla. according to the recorded plat thereof.

This mortgage is given, subject to a first Mortgage  
 in favor of the Home Building and Loan Association,  
 amounting to approximately 2760.00 at this date.

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 Eighteen hundred (1800.00) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date  
 according to the terms of Eighteen certain promissory note S described as follows, to-wit: bearing even date  
 herewith and given as evidence of the within indebtedness.

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.

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 parties 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, they will pay a  
 reasonable attorney's fee of 10% 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 7th day of April, 19 23

Ophie Belle Eitel SEAL

Dr. Chas. R. Eitel SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. G. Hawkins, a Notary Public in and for said County and State, on this 7th  
 day of April, 19 23, personally appeared

Ophie Belle Eitel and Dr. Chas. R. Eitel

and they  
 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 Apr. 4, 1926. (Seal) W. G. Hawkins, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of April, A. D., 19 23  
 at 2:00 o'clock P. M. Book 433, Page 270  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.