

COMPARED

MORTGAGE RECORD NO. 439

365

228420 C.H.J.

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. M. Alderson and Esthma Alderson, his wife

a of Tulsa, Oklahoma County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Ethel S. Kistler

of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The East Half of Lot Four (4) in Block Six (6) in Highlands Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is given subject to a first and former mortgage now on said real estate for Fifteen hundred dollars (\$1500.) in favor of the Home Building & Loan Association, of Tulsa.

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

Eight Hundred dollars (800)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly from date

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

One note for Eight Hundred dollars (\$800.) payable at the rate of Eighteen dollars fifty five cents (\$18.55) per month, said monthly payments to include interest, on deferred balance.

RECORDED AND INDEXED
I hereby certify that I received \$48 and issued
Receipt No. 9044 in payment of mortgage
tax on the within mortgage.
Dated this 23 day of April, 1923
WAYNE L. DICKS, County Treasurer
R. W.
Deputy

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 or interest of this mortgage or the first mortgage above

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 the interest thereon, 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, they will pay a reasonable attorney's fee of Ten DOLLARS, which this mortgage also secures.

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

Dated this 21st day of April, 1923

R. M. Alderson

SEAL

Esthma Alderson

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 21 day of April, 1923, personally appeared

R. M. Alderson and Esthma Alderson, his wife

and

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 January 15th, 1927. (Seal) D. G. Lange, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of April, A. D. 1923

at 3:20 o'clock P. M. Book 433, Page 365

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