

COMPART

MORTGAGE RECORD NO. 439

The News Dispatch Printing & Audit Co., Shawnee, Okla.
229257 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ethel E. Heislar and C. S. Heislar, her husband

a of Tulsa County, Oklahoma, part 103 of the first part, have
 mortgaged and hereby mortgage to Rob't. E. Adams & W. Frank Walker
 of part 103 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of the West Four feet (4') of Lot Two (2') and all of
 Lot Eight (8) in Block Eight (8) of Elm Park Addition to
 the city of Tulsa as per the official plat thereof recorded.

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

One Thousand and No/100 (\$1000.00)

DOLLARS.

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

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

One Note of even date for the sum of \$1000.00 payable on or before six months
 from date hereof.

This mortgage is subject and inferior to a first mortgage, the unpaid balance of which
 is about nine hundred dollars.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 103 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 part 103 shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part 103 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of One Hundred and No/100 (\$100.00) DOLLARS,
 which this mortgage also secures.

Part 103 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 28th day of April, 1923

Ethel E. Heislar

SEAL

C. S. Heislar

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 28th
 day of April, 1923 personally appeared

Ethel E. Heislar and A. S. Heislar, her husband.

and

to me known to be the identical person 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 5, 1926. (Seal) R. W. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of May A. D., 1923

at 2:40 o'clock P. M. Book 439, Page 426

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