

The News Dispatch Printing & Audit Co., Shawnee, Okla.
229258 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 ies of the first part, ha ve

mortgaged and hereby mortgage to Rob't E. Adams & W. Frank Walker

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

The South Thirty Feet (30') of Lot Six (6) and the North Ten Feet (10') of Lot Seven (7) all in Block Seventeen (17) in Orcutt Addition to the city of Tulsa, according to the recorded plat thereof.

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 _____

Four Thousand and No/100 (\$4000.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly as stated 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 \$4000.00 payable at the rate of \$80.00 per month, commencing the first day of June 1923 and a like sum on the first day of each month thereafter until all is paid. Out of such sum shall first be credited the monthly interest at the rate of 8 percent per annum on the whole deferred sum due, and the balance of such payment shall be credited upon the principle; it being provided, however, that any of the balance unpaid at the end of three years from this date shall become due and payable. It is agreed, however, that if the mortgagors still own the property at the end of three years and have made all payments promptly then the mortgagees agree to extend balance due on the same monthly payment basis until fully paid out. This mortgage is subject and inferior to a first mortgage in the sum of \$3000.00 in favor of Attie M. Clarke.

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

Said part ies 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 Four Hundred and No/100 (\$400.00) DOLLARS, which this mortgage also secures.

Part ies 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 C. S. Heislar, her husband

and _____ 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 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 430

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