

(COMPARED)

Overhay Bros., Binders

237317 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elsie M. Heasley and C. D. Heasley, her husband
 a Tulsa, Tulsa County, Oklahoma, part 1st of the first part, has
 mortgaged and hereby mortgage to Peoria Gardens Company, a corporation,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Four (4) and Five (5) in Block Six (6) in
 Peoria Gardens Addition to the city of Tulsa,
 Tulsa County, Oklahoma, according to the amended
 plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 26 and issued
 Receipt No. 10762 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 3 day of Aug, 1923
W. W. Strickley, County Treasurer
Q. J.
 Deputy

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
Forty-eight Hundred Fifty & No/100 (\$4850.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable annually from date
 according to the terms of two certain promissory note s described as follows, to-wit:

One note in the principal sum of \$2700.00, dated July 11th, 1923, due
 on or before six months from date, bearing interest at the rate of eight
 per cent from date, signed by Elsie M. Heasley and C. D. Heasley, her
 husband.

One note in the principal sum of \$2150.00, dated July 11th, 1923, due on
 or before six months from date, bearing interest at the rate of eight per
 cent from date, signed by Elsie M. Heasley and C. D. Heasley, her husband.

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 upon 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 mort-
 gage 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 the second part ies shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part ies 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 per cent of the principal sum of said notes 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 11th day of July, 19 23

Elsie M. Heasley SEAL

C. D. Heasley SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August, 19 23, a Notary Public in and for said County and State on this 2nd
 day of August, 19 23, personally appeared

Elsie M. Heasley

and C. D. Heasley, her 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.

Witness my signature and official seal the day and year last above written.

My commission expires April 6, 1927. (Seal)

Bertha Taylor, Notary Public

I hereby certify that this instrument was filed for record in my office on 3 day of August, A. D., 19 23

at 4:25 o'clock, P. M. Book 439, Page 408

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk