

COMPARED

MORTGAGE RECORD NO. 456

127

Overbay Bros. Binders

237576 C.M.J.

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robert Eisele and Louisa Eisele, his wife
 of Tulsa, Tulsa County, Oklahoma, part 1st the first part, have
 mortgaged and hereby mortgage to M. S. Mosby
 of Tulsa, Tulsa County, Oklahoma, part 2d of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) in Block Three (3) in Barton Addition
 to the city of Tulsa, according to the recorded plat
 thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 200 and issued
 Receipt No. 71007 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 8 day of Aug 1923.

W. W. Stuckey County Treasurer

P. S. B.

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

One Thousand & No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from June 5th, 1923
 according to the terms of one certain promissory note described as follows, to-wit:

One note dated June 5th, 1923 due June 5th, 1924.

This mortgage is given subject, and is inferior, to a certain mortgage for
 (\$3500.00 and interest) given by said parties to Georgia State Savings
 Association and dated June 2nd, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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.

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 thereon or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part 2d shall be entitled to the immediate pos-
 session of the premises and all the 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 One hundred & No/100 DOLLARS
 which this mortgage also secures.

Part 1st 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 5th day of June, 1923

Robert Eisele

SEAL

Louisa Eisele

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, a Notary Public in and for said County and State on this 5th
 day of June, 1923, personally appeared

Robert Eisele and Louisa Eisele, his wife

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 March 9, 1925. (Seal)

Fred S. Broach

Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of August A. D., 1923

at 10:45 o'clock A. M. Book 489, Page 423

By Brady Brown, Deputy. (Seal)

O. G. Weaver

County Clerk