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MORTGAGE RECORD NO. 456

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gustav Hartman & Clara Hartman his wife
 of Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to Joe Casperson & W. L. Simmons
 of Tulsa County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Beginning at a point 25 feet east, and 25 feet north of the Southwest corner of the
 North east quarter, of the Southeast quarter, Section (4) four Twp (19) nineteen North,
 Range (13) thirteen East, thence running east 610 to a point, thence south 280 feet to
 the place of beginning, same being otherwise described as lots (1) one to (24) twenty -
 four inclusive, all being in block (7) seven Kendall View Addition to the City of Tulsa,
 Ok.

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 \$4000.00 (four Thousand Dollars)
 with interest thereon at the rate of 8 per cent, per annum, payable Semi annually from date 11/30 DOLLARS,
 according to the terms of a certain promissory note described as follows, to-wit:

Dated

For (\$4000.00) Four Thousand Dollars bearing interest at the rate of 8% per annum same
 being payable semi-annually.

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 31 Aug 3
 O.B.

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 installment, 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 shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st 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 10% of the total amount of note 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 31st day of August, 19 23.

Gustav Hartman SEAL
Clara Hartman SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Gustav Hartman, a Notary Public in and for said County and State on this 31st
 day of August, 19 23, personally appeared

Clara Hartman his wife
 and they
 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 Feb 21st 1926 (Seal) L W Kuntz Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of Aug, A. D., 19 23
 at 11.30 o'clock A. M. Book 439, Page 544
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk