

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Arthur Heatherly and Alice Heatherly, his wife,
 of Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to Gerald F. Benedict,
 of ies part ies of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5), of Russell-Sill re-sub-division, of Lots
 15 & 16 in Block Twenty-Eight (28), Park Place Addition
 to the City of Tulsa, Tulsa County, Oklahoma, according
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 3,278 and issued
 Receipt No. 3252 in payment of mortgage
 on the within named property
 Dated this 18 day of Jan, 1924
W. W. Shumway, County Treasurer
SB Deputy

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same; and the said mortgage is given to secure the principal sum of Five Thousand Seven Hundred and Eighty Five and no/100
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from Jan 1, 1924 date
 according to the terms of 36 certain promissory notes S described as follows, to-wit:

One certain series of 35 notes numbered from One to Thirty-Five inclusive, each note in the principal sum of One Hundred Dollars; The first of such series of notes matures on August 2, 1923, and due on the 2nd day of each and every month thereafter until all of said notes are paid. All of said notes bear interest at the rate of eight per cent per annum payable monthly. Each note having added to its face the interest on the entire deferred amount due from month to month, Note number 36 in the sum of Two Thousand Two Hundred and Eighty-Five (\$2285.00) Dollars, plus accrued interest of \$15.23 total of \$2300.23, due July 2, 1926. This mortgage is subject and inferior to a first mortgage in the sum of \$6500 in favor of Gum Brothers Company.

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

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, said parties will pay a reasonable attorney's fee of Five Hundred and Seventy Five and no/100 ----- DOLLARS, which this mortgage also secures.

Parties 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 2nd day of July, 1923.

Arthur Heatherly SEAL

Alice Heatherly SEAL

STATE OF OKLAHOMA, County of Tulsa, ss: To WIT: ANCHALINO TO STATE

Before me, 2nd day of July, 1923, personally appeared Arthur Heatherly and Alice Heatherly

and ies 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 Jan. 26, 1927 (SEAL) Helen Carnahan Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of Jan, 1924 at 4:10 o'clock P. M.

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