

262364 C. J. TREASURER'S ENDORSEMENT

I have certified that I received \$ 80 and issued
 Receipt No. 12678 therefor in payment of a mortgage
 due on the within mortgage.
 Dated this 9 day of July 1924
 W. W. Shockley, County Clerk

MORTGAGE OF REAL ESTATE

This indenture made this 20th day of June A. D., 1924, between Clara M. Helena and P. W. Helena, her husband of Tulsa County, in the State of Oklahoma of the first part and J. M. Killian and Elsie Thompson Killian, his wife of ----- County, in the State of

Oklahoma, of the Second part.

WITNESSETH, That said parties of the firstpart in consideration of Two Thousand and No/100 \$2000.00 Dollars, (\$2000.00) the receipt of which is hereby acknowledged, do by those presents grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Eight (8), in Block Nineteen (19) in Burgess Hill Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof; also known as 1007 North Main Street, Tulsa, Oklahoma,

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas said first parties have this day executed and delivered a certain promissory note in writing to said parties of the second part described as follows:

One promissory note dated June 20th, 1924 for \$2000.00 bearing interest at eight (8) per cent per annum to be paid \$75.00 per month which payment includes interest.

This mortgage is given subject to a first mortgage of \$3000.00 dated June 3rd, 1924 to the Exchange Trust Company a corporation of Tulsa County, which mortgage parties of the first part assume and agree to pay,

Now if said parties of the first part shall pay or cause to be paid to said parties of the second part their heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said parties of the second part shall be entitled to possession of said premises. And said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands the day and year first above written.

Clara M. Helena

P. W. Helena

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, L. W. Kuntz, a Notary Public-in and for said County and State on this 23rd day of June, 1924, personally appeared Clara M. Helena and P. W. Helena, her husband to me known to be the identical persons 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 use and purposes therein set forth.

My Commission expires February 21st, 1926 (SEAL)

L. W. Kuntz, Notary Public