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206328 J.M.J.

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 10th day of August A.D. 1922, between W. H. Parmele and Hazel M. Parmele (Husband and Wife) of the first part, and West Tulsa State Bank of Tulsa County, in the State

of Oklahoma, of the second part.

WITNESSETH. That the said parties of the first part, in consideration of the sum of Three Hundred Seventy Five Dollars the receipt whereof is hereby acknowledged do by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, all of the following described REAL ESTATE situated in Tulsa County, and State of Oklahoma, to-wit:

Lots three (3) and Four (4) in Block thirty eight (38) in West Tulsa, Oklahoma, now an addition to the City of Tulsa Tulsa County, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said W. H. Parmele and Hazel M. Parmele have this day executed and delivered six certain promissory notes in writing to said party of the second part, for Three Hundred Seventy Five Dollars (\$375.00) payable as follows: Five notes for \$33.00 each all dated August 10, 1922 and due one each month commencing with September 10, 1922. One note for Two Hundred Ten, (\$210.00) dated August 10, 1922 and due six months after date. All notes draw interest from date at 10% per annum, and the first parties agree to keep the buildings insured for \$600.00, and the mortgagors agree to pay \$50.00 attorney's fees on foreclosure.

NoWif said parties of the first part shall pay or cause to be paid to said party of the second part its heirs or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents 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 the same are by law made due and payable, then the whole of said sum or sums and interest thereon shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises, and the said parties of the first part for said consideration, do hereby specially waive an appraisement of said real estate and all the benefit of the homestead, exemption and stay laws of the State of Oklahome.

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

W. H. Parmele Hazel M. Parmele

STATE OF OKLAHOMA,) ss. Tulsa County.)

Before me. John D. Martin, a Notary Public, in and for County and State on this 10th day of August 1922, personally appeared W. H. Parmele and Hazel M. Parmele to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and

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