

Filed for record in Tulsa County Tulsa Oklahoma Jan 3rd 1923 at 3:00 O'clock
P.M.

By Brady Brown Deputy

(SEAL) O.G. Weaver, County Clerk

TREASURERS ENDORSEMENT
I hereby certify that I received \$244.00 and issued
Receipt No. 72.80 therefor in payment of mortgage
tax on the within mortgage.
Dated this 3 day of March 1923.

WAYNE L. DICKEY, County Treasurer

218045 GH COMPARED MORTGAGE OF REAL ESTATE.

THIS INDENTURE Made this 23d day of December, A.D. 1922 between Sam Plost of Tulsa County, in the State of Oklahoma of the first part and Grosland Ward & Chase of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH: That said party of the first part in consideration of Two Hundred Fifty and No/100 Dollars (\$250.00) the receipt of which is hereby acknowledged does by these 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:

Lots 21 and 22, in Block 13, of Capitol Hill

Addition to the city of Tulsa, Oklahoma

It is understood that this mortgage is second and inferior to the Mortgage covering the above described property given by Sam Plost to the Security National Bank, of Tulsa ~~County~~, Oklahoma, in the sum of approximately \$1000, which there has been paid approximately \$800. and upon which there is now due approximately \$200.

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 anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition that whereas said Sam Plost has this day executed and delivered ten certain promissory notes in writing to said parties of the second part described as follows:

Said notes being dated December, 23, 1922 each note in the sum of Twenty-five Dollars (\$25.) with interest from date at the rate of 10% per annum, and providing for an additional 10% of the amount due if placed in the hands of an attorney for collection or suit is brought thereon, and each of said notes being signed by Sam Plost, the first of said notes becoming due on January 1, 1923, the second note to become due on January 15, 1923, and one note to become due on the first and fifteenth of each and every month thereafter until the full amount of the principal and interest secured by this mortgage is paid.

Now if said party 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 notes 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 party of the first part for said consideration does 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 party of the