

Filed for record in Tulsa County Tulsa, Oklahoma, Jan. 4th 1923 at 2:40 O'clock P.M.

By Brady Brown Deputy

(SEAL) O.G. Weaver County Clerk.

218177 CH COMPARED MORTGAGE OF REAL ESTATE

This Indenture made this 30th day of December A.D. 1922 between William D. Turner & Nora A. Turner his wife of Tulsa County, in the State of Oklahoma of the first part and H. E. Markey of Tulsa County, in the State of Oklahoma of the second part.

"ITNESSETH: That said parties of the first part in consideration of One Thousand (\$1000.00) and no/100 dollars (\$1000.00) the receipt of which is hereby acknowledged do by these presents grant, bargain, sell and convey unto said party of the

second part his heirs and assigns, the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lot Numbered Nine (9) in Block Two (2), in Englewood Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded

plat thereof, together with all improvements thereon and appurtenances thereunto belonging.

I hereby certify that I received \$500.00 and issued Receipt No. 7070 therefor in payment of mortgage tax on the within mortgage.

Dated this 4 day of Jan. 1923

WAYNE L. DICKEY, County Treasurer

Deputy

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his 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 William D. Turner & Nora A. Turner have the day executed and delivered 50 certain promissory notes in writing to said party of the second part described as follows:

Fifty (50) notes of even date herewith, for Twenty (\$20.00) dollars, each, the first note due on January 30, 1923 and one note due on the 30th day of each and every month thereafter until all notes are paid, with interest at 8% per annum, payable as each note is paid.

This mortgage is given subject to a prior mortgage, dated Nov. 24, 1922 in the sum of Three Thousand (\$3000.00) dollars, in favor of Leonard and Braniff a corporation of Oklahoma City, Oklahoma.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part his 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 party 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 benefits of the homestead exemption and stay laws of the State of Oklahoma.