

215265 C. J.

COMPARED

MORTGAGE OF REAL ESTATE.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10,000.00 and issued 1922 therefor in payment of mortgage 1922 on the within mortgage.

Dated this 1st day of Nov, 1922
 WAYNE L. DICKLY, County Treasurer

This INDENTURE made and entered into this 18th day of October, 1922, between ELSIE BRITTON and W. L. BRITTON, wife and husband, of Tulsa County, State of Oklahoma, Parties of the First Part, and THE EXCHANGE NATIONAL BANK OF TULSA, Oklahoma, Party of the Second Part,

WITNESSETH:

That WHEREAS, on the 30th day of December, 1919 the said Parties of the First Part made to the Party of the Second Part their certain promissory note in the sum of Ten Thousand (\$10,000.00) Dollars, which was to become due and payable ninety (90) days from date; and

WHEREAS, on said day, to secure the payment of said note, said Parties of the First Part gave to the Party of the Second Part a real estate mortgage covering the following described property, to-wit:

✓ Lot One (1) less three and five one-hundredths (3.05) acres occupied as right-of-way by Midland Valley Railway Company, and Lots Two (2) and Three (3), all in Section One (1), Township Twenty (20) North, Range Twelve (12) East; and also the Southeast Quarter of Southeast quarter of Southwest Quarter (SE/4 SE/4 SW/4) of Section Thirty-six (36), Township Twenty-one (21) North, Range Twelve (12) East, all in Tulsa County, State of Oklahoma;

and

WHEREAS, said note was not paid when due, and the said party of the Second Part instituted an action in the District Court of Tulsa County, State of Oklahoma, for the foreclosure of said mortgage; and

WHEREAS, The Parties of the First Part desire that the Party of the Second Part dismiss said action without prejudice, and desire that said note be extended for a period of six (6) months from this date, the balance due on said note at this time being the sum of Four Thousand Seven Hundred Thirty and 49/100 (\$4,730.49) Dollars, and the said Parties of the First part have agreed in case said action is dismissed without prejudice and said note extended for a period of six (6) months, gives to the Party of the Second Part a real estate mortgage covering the following described property, to-wit:

Lots Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), in Block Two (2); and Lot Nine (9) in Block Three (3), all in East Turley Addition to the Town of Turley, Tulsa County, Oklahoma, according to the recorded plat thereof; and the Southwest quarter (SW/4), and Southeast quarter of Northwest Quarter (SE/4 NW/4) of section One (1), Township Twenty (20) North, Range Twelve (12) East, situated in Tulsa County, Oklahoma, containing two hundred acres, more or less,

as further security for the payment of said note,

NOW, THEREFORE, said Parties of the First Part, in consideration of the dismissal of said action, without prejudice, and in consideration of the extension of time to pay the balance due on said note for a period of six (6) months from this date, and for the further consideration of the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged, by these presents do grant, bargain, sell and convey unto said Party of the Second Part, its successors and assigns, all of the following described real estate lying, situate and being in the County of Tulsa, State of Oklahoma, to-wit:

Lots Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), in