

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires Jan. 15th 1925 (SEAL) H. M. Price, Notary public
Filed for record in Tulsa County, Tulsa Oklahoma, Oct 18, 1922 at 1:15 o'clock P. M.
in Book 427, page 64

By F. Delman, Deputy (SEAL) O. D. Lawson, County Clerk

212509 C. J. (COMPARED) REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 15th day of October A. D., 1922 between Charles & Hubert A. Trent of Tulsa County, in the State of Oklahoma, of the first part, and E. L. Wiser of Sand Springs, Okla. of the second part.

WITNESSETH: The said parties of the first part, in consideration of the sum of FIVE HUNDRED FIFTY-EIGHT and 25/100 DOLLARS, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all the following described real estate, situated County of Tulsa and State of Oklahoma, to wit:

Lot Twelve (12) Block Fifteen (15), Original Town of Sand Springs, Okla.
According to the recorded plat thereof.

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 anywise appertaining, forever.

PROVIDED, ALWAYS, and these presents are upon the express condition, that whereas said Charles & Hubert A. Trent have this day executed and delivered 25 certain promissory notes in writing to said party of the second part, described as follows:

22 notes in the amount of \$25.00 each, signed by Charles & Hubert A. Trent, payable to E. L. Wiser, interest at the rate of 8%, payable on the remaining balance each month, the first being due Nov. 25, 1922., and one due each and every month thereafter until paid, and one for \$8.25, due Sept. 25, 1924. Notes are dated Oct. 15th 1922.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part his heirs and 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. And said mortgagors agree that they will, until said debt is paid, keep said premises insured to the amount of \$2,250.00 ^{dollars} (said insurance to be placed by E. L. Wiser) for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee. If said sum or sums of money, mentioned herein, 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, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party 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. And the mortgagors agree that if suit is brought to foreclose this mortgage they will pay a reasonable attorney's fee of \$150.00 dollars to the plaintiff's attorney in such action, which fee this mortgage also secures.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their