

Trust Estate, for the uses and purposes therein set forth.

Witness my hand and official seal, this the day and year last above written.

My commission expires Mar. 7, 1925.

(SEAL) Hazel Stephens, Notary Public.

Filed for record in Tulsa County, Okla. on Jan 4, 1923, at 4:30 P.M. and duly recorded in book 432, page 149, By Brady Brown, Deputy, (SEAL) O.C. Weaver, County Clerk.

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### COMPARED

### MORTGAGE.

This indenture made this 3rd day of January, A.D. 1923, between Wyatt Basham, a single man, of Tulsa County, in the State of Oklahoma, of the first part, and Pauline Chase, of Tulsa County, in the State of Oklahoma, of the second part.

Witnesseth, that said party of the first part, in consideration of One Hundred fifteen and no/100 dollars (\$115.00) the receipt of which is hereby acknowledged, does by those 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 25 in Block 3, in Liberty addition to the city of Tulsa, Tulsa County, Oklahoma.

To have and to hold the same, unto the said party of the second part, her 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 Wyatt Basham has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows:

Dated January 3, 1923, due April 3, 1923, payable to Pauline Chase, in the sum of \$115. with interest at the rate of ten per cent from date until paid, and \$10. per cent of the principal as attorney's fee if placed in the hands of an attorney for collection. Signed by Wyatt Basham.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her 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; otherwise shall remain in full force and effect. But if said sum or sums or 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, the whole of said 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 party of the first part for said consideration does hereby expressly waive an appraisal 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 first has hereunto set his hand the day and year first above written.

Wyatt Basham.

State of Oklahoma }  
Tulsa County } SS

Before me, a Notary Public in and for said county and state, on this 3rd day of January, 1923, personally appeared Wyatt Basham to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses

I hereby certify that I received \$115.00 and issued Receipt No. 2222... therefor in payment of mortgage tax on the within mortgage.

Dated this 5th day of Jan. 1923.

WAYNE L. DICKEY, County Treasurer