Tuba county, State of Uklahoma, and covers lot five (5) Block two (2) IrvingPlace addition to the City of Tulsa, in Tulsa, County, State of Oklahoma,

the infection of the contract for the infection of the in

U. H. Smith, Mayme M. Smith.

State of Okhahoma)

Before me Cecil L. Henry, a Notary Public, in and for said County Tulsa County and State, on this 8th day of January, 1923, persmally appeared U. H. Smith and Mayme M. Smith, to me known to be the identical persons whi executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal, the day and year above set forth. My commission expires January 15, 1923. (SEAL) Cecil L. Henry, Notary Public. Filed for record in Tulsa County, Okla. on Jan. RO, 1923, at 10:30 A.M. and duly recorded in book 432, page 219, By Brady Brown, Deputy,

(SEAL)

O. G. Weaver, County Clerk.

COMPARED 218647 - BH

MORTGAGE.

This indenture, made this 6th day of January, A.D. 1923, between E. D. Marsh and Pauline Marsh, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and John H. Osborne, of Tulsa County, in the State of Uklahoma, of the second part,

Witnesseth, thatbsaid parties of the first part in consideration of fifteen hundred and no/100 dollars (\$1500.00) the recipt 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 followijng described real estate, situated in Tulsa County, and State of Uklahoma, to-wit:

> The south fifty feet (50') of the north one hundred fifty feet (150') of lot fourteen (14) block one (1) Chover Ridge addition to the City of Misa. County, Oklahom according to the recorded plat/thereof.

. To have and to hold the same, unto the said party of the second part, his heirs, and with assigns, together: / all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever.

Provided always, and these presents are upon that express condition that whereas said first parties have this pay executed and delivered one certain promissory note in writing to said party of the second part described as follows: One note dated January 6th, 1923, for the sum of (\$1500.00) and ten per cent interest from date, dur January 6th, 1925.

Now, if the 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 or money in the above described note mentioned, together with the interest thereon, according to the thrms 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 or money or anypart thereof or any interest thereon, is not paid when the same is due, and if the taxes and assessassessments of every nature which are or may becassessed and levied against said premises or any part thereof are not paid when same are bylaw made due and payabe, the whole of said sumcor sums, and interest thereon, shall then become due and payable and said party of the second part shall be entitled to possession of said prmises. And said parties of the first part, for said consideration, do hereby expressly waive an appraisement of

v certify that I received 8.60 Ctd -7/-3,1- therefor in payment of within montgage.