

COMPARED

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MORTGAGE, REAL ESTATE.

This indenture made this 10th day of January, A.D. 1923, between L. O. Cook and Ella A. Cook, his wife, of Tulsa County, in the State of Oklahoma, of the first part and H. H. Chaffin of Oklahoma County, in the State of Oklahoma, of the second part.

Witnesseth, that said party of the first part in consideration of Three Thousand and no/100 dollars (\$3000.00) 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:

Lots numbered six (6) and seven (7) in Block numbered thirteen (13) in the Park Hill addition to Tulsa, Oklahoma, according to the recorded plat thereof, together with improvements thereon.

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 L. O. Cook has this day executed and delivered two certain promissory notes in writing to said party of the second part described as follows: Note No. 1, for \$500.00 due on or before July 10, 1923, with interest at 10 per cent per annum, payable semi-annually, and Note No. 2, for \$2500.00 due on or before January 10, 1924, with interest at 10 per cent per annum, payable annually.

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 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. 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 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 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 parties of the first part have hereunto set their hands the day and year first above written.

Ella A. Cook,
L. O. Cook.

State of Oklahoma)
Tulsa County) SS

Before me, a Notary Public, in and for said County and State on this 11th day of January, 1923, personally appeared L. O. Cook and Ella A. Cook his wife, to me known to be the identical persons who 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.

My commission expires April 6, 1924.

(SEAL) Nellie M. Kreps,

Filed for record in Tulsa County, Okla. on Jan 12, 1923, at 1:00 P.M. and duly recorded in book, 432, page 263, By Brady Brown, Deputy. (SEAL) O. G. Weaver, County Clerk.

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TRUSTEES MORTGAGE
I hereby certify that I received \$3,000.00 and issued
Receipt No. 7192-A in payment of mortgage
tax on the within mortgage.
Dated this 13 day of Jan. 1923.
WAYNE L. DICKKEY, County Treasurer

Deputy