

part, and T. C. Rogers of Tulsa County, in the State of Oklahoma, of the second part.

Witnesseth, the said part\_ of the first part: in consideration of the sum of (\$1758.00) seventeen hundred fifty eight and no/100 dollars, 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:

The N $\frac{1}{2}$  of the S $\frac{1}{2}$  of lots 1 and 2 in Block 20, Irving Place addition to the City of Tulsa, Oklahoma. Also a certain sewer easement, right and right of way upon and across the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of said lots acquired by sewer easement dated April 18th, 1922, recorded in Book 397 page 536, records of Tulsa County, Oklahoma.

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 Cline S. Harrison and Stella Harrison his wife, have this day executed and delivered 37 certain promissory notes in writing to said party of the second part, described as follows: 36 certain promissory notes for the sum of \$25.00 each, dated January 15, 1923, payable on the 1st day of each month for a period of thirty six months, beginning March 1, 1923, and one for the sum of \$858.00 due thirty seven months after date, all payable to mortgagee and signed by mortgagors and bearing interest at the rate of eight per cent per annum from date until paid.

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 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 sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

In witness whereof, the said parties of the first part have herunto set their hands the day and year first above written.

Cline S. Harrison,  
Stella Harrison.

State of Oklahoma )  
Tulsa County )

Before me, A. K. Swann a notary public, in and for said county and state on this 15th day of January, 1923, personally appeared Cline S. Harrison and Stella Harrison, 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 July 18, 1925. (SEAL) A. K. Swann, Notary Public.  
Filed for record in Tulsa County, Okla. on Jan 17, 1923, at 11:50 A.M. and duly recorded in book 432, page 325, By Brady Brown, Deputy.

(SEAL) O. G. WEAVER, COUNTY CLERK

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,758.00 and issued Receipt No. 7268 therefor in payment of mortgage tax on the within mortgage.

Dated this 17th day of Jan 1923

WAYNE L. BUCKLEY, County Treasurer