

I hereby certify that I received \$1,200.00 and issued  
 Receipt No. 7297 for in payment of mortgage  
 tax on the within mortgage.  
 Dated this 19 day of April 1923  
 WAYNE L. BECKY, County Treasurer

Witnesseth: That said party of the first part, in consideration of the sum of two thousand dollars, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the said party of the second part, her heirs and assigns, all the following described real estate, situate in Tulsa County, State of Oklahoma to-wit:

Lot number seven (7) in Block forty six (46) in the original town of Broken Arrow, Okla.

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 belonging, or in anywise appertaining, forever.

Provided always, and these presents are upon this express condition, that whereas said Emma Morris formerly Emma Dollis has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

(COPY)

Broken Arrow, Okla. January, 13, 1923. (\$2000.00)

January 13, 1926, after date without demand, notice or protest, we, <sup>or</sup> either of us, as principal, promise to pay to the order of Lydia Whitenack, two thousand dollars, for value received, negotiable and payable, with interest from date at the rate of 8 per cent per annum, payable at the First National Bank, Broken Arrow, Okla. Interest payable annually. If the interest be not paid when due it shall become a part of the principal and bear the same rate of interest. The makers, sureties and endorsers waive demand, notice and protest, and agree to let the time of payment be extended without our consent from time to time until paid. In case this note is placed in the hands of an attorney for collection, I, or we, agree to pay ten per cent additional as attorney's fee.

Emma Morris, formerly

Emma Dollis;

Now, if the 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; 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 the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisalment 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 part has herunto set her hand the day and year above written.

Emma Morris, formerly  
 Emma Dollis.

State of Oklahoma)

Tulsa County ) SS

Before me, Joseph C. Dowdy, a Notary Public in and for said County and State, on this 13th day of January, 1923, personally appeared Emma Morris, formerly Emma Dollis, a single woman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Aug. 28, 1924.

(SEAL) Joseph C. Dowdy, Notary Public.