

dollars (\$1500.00), the receipt of which is hereby acknowledged do by these presents grant, bargain, sell and convey unto said party of the second part, heirs and assigns, the following described property, situated in Tulsa County, and State of Oklahoma, to-wit: Lot 12 Block #2 College addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof, together with all improvements thereon, and appurtenances thereto belonging.

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 thereto belonging, or in any wise appertaining, forever.

Provided, always, and these presents are upon this express condition that whereas said Mrs. A. G. Peterman has this day executed and delivered 123 certain promissory notes in writing to said party of the second part, described as follows:

One hundred twenty two (122) notes drawn for \$12.25 each, and one (1) note for \$5.50 first note as according to its date due February 15th, 1923 and one (1) on the 15th day of each month until all are paid with interest at 8% payable semi-annually. This mortgage is given subject to a former mortgage to the Home Building & Loan Association of Tulsa, a corporation for \$2500.00.

Now, if said party of the first part shall pay or cause to be paid to the party of the second part, her 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 do hereby expressly waive an appraisalment of said real estate and all benefits of the homestead and stay laws of the State of Oklahoma.

In witness whereof, the said party of the first part has hereunto set her hand the day and year first above written.

Mrs. A. G. Peterman.

State of Oklahoma)
Tulsa County) SS Before me, R. M. Alderson a Notary Public, in and for said County and State, on this 17 day of January, 1923, personally appeared Mrs. A. G. Peterman 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 use and purpose therein set forth.

My commission expires Jan 10, 1927. (SEAL) R. M. Alderson, Notary Public.

Filed for record in Tulsa County, Okla. on Jan 18, 1923, at 3:40 P.M. and duly recorded in book 432, page 342, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

219501 - BH COMPARED

SECOND MORTGAGE.

This mortgage, made this 4th day of January, A.D. 1923, by and between Archibald M. Gall, single, of Creek County, in the State of Oklahoma, as the part of the first part (hereinafter called mortgagors whether one or more) and Exchange Trust

I hereby certify that I received \$12.25 and tested
 Receipt No. 7296 for in payment of mortgage
 tax of the within instrument.
 Dated this 18 day of Jan. 1923
 WAYNE L. DICKER, County Treasurer