

220055 C. J. COMPARED

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$ 02.00 and issued  
 Receipt No. 7442 in payment of mortgage  
 tax on the within mortgage.  
 Dated this 26 day of Jan 1923

WAYNE L. DICKY, County Treasurer

Deputy

## MORTGAGE OF REAL ESTATE,

This indenture made this 11th day of January,  
 A. D. , 1923, between Sam Plost of Tulsa  
 County, in the State of Oklahoma of the first part  
 and John L. Ward of Tulsa County, in the State  
 of Oklahoma, of the Second part,

WITNESSETH, That said part---- of the first part in consideration of One hundred  
 Fifty and no/100 dollars (\$150.00) the receipt of which is hereby acknowledged, does by those  
 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 21 and 23, in Block 13 of Capitol Hill Addition to the city of  
 Tulsa , Oklahoma.

It is understood that this mortgage is second and inferior to the mortgage cover-  
 ing the above described property given by Sam Plost to the Security National Bank, of Tulsa,  
 Oklahoma, in the sum of approximately \$1000, upon which there has been paid approximately \$800,  
 and upon which there is now due approximately \$200; and also second and inferior to the mortgage  
 covering said property given by Sam Plost to Crossland, Ward & Chase, in the sum of \$250, upon  
 which \$25 has been paid.

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 there-  
 unto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas  
 said Sam Plost has this day executed and delivered one certain promissory note in writing to  
 said party of the second part described as follows:

Dated January 11, 1923, due 30 days after date, payable to John L. Ward in the  
 sum of \$150, with interest at 10% per annum from date until paid and the further sum of 10% of the  
 amount due as attorney's fee if placed in the hands of an attorney for collection or if col-  
 lected by legal proceedings, Signed by Sam Plost.

Now if said party 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 note men-  
 tioned 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 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 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 hereunto set his hand the  
 day and year first above written.

Sam Plost

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 Sam Plost and ---- to me known to be the identical person  
 who executed the within and foregoing instrument, and acknowledged to me that he executed  
 the same as his free and voluntary act and deed for the use and purposes therein set forth.