

set forth.

WITNESS my hand and official seal the day and date above set forth.

My commission expires Jan. 23, 1926

(SEAL) Eugene B. Hennig, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 8, 1923 at 9:00 o'clock A. M. in Book 434 , page 90

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

218473 C. J. COMPARED

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 6th day of Jan. , A. D., 1923 between Josh parks of Tulsa County, in the State of Oklahoma, of the first part, and James parks of Muskogee county, in the State of Oklahoma, of the second part

WITNESSETH, That said party of the first part, in consideration of the sum of forty and no/100 and 40.00 DOLLARS, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second party his heirs and assigns all the following described Real Estate situate in Tulsa County, and State of Oklahoma, to-wit:

Lots 9 Block 3 sunnybrook Add. to the City of Tulsa Okla.

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 Josh Parks has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: Dated 1-6-23 due 6 months after date in the amount of Forty and no/100 Dollars bearing interest at the rate of 10% per annum

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 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 benefits of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS HEREOF, The said party of the first part has hereunto set his hand the ---- day and year first above written.

Jose Parks

STATE OF OKLAHOMA Muskogee COUNTY, ss.

Before me, the undersigned, a Notary Public in and for said county and State on this 6th day of Jan. 1923 personally appeared Josh Parks 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 uses and purposes therein set forth.

My commission expires 6-28-23

(SEAL)

John McJemon ,

Seal reads , Notary public

Filed for record in Tulsa County , Tulsa Oklahoma, Jan. 8, 1923 at 1:30 o'clock P. M. in Book 434, page 91 By Brady Brown , Deputy (SEAL) O. G. Weaver, County Clerk

I hereby certify that I received \$100.00 and issued Recd. No. 1115. Master in payment of mortgage tax on the within mortgage.

Dated this 7th day of Jan. 1923

WAYNE L. DICKEY, County Treasurer

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