

STATE OF OKLAHOMA, }
County of Tulsa. } ss.

Before me, a Notary Public, in and for said County and State, on this 30th day of January, 1923 personally appeared Austin McLane, and Lou McLane 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.

(Seal)

E. A. Lilly, Notary Public.

My commission expires March 26th, 1925.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 13, 1923, at 4:40 o'clock P.M. and recorded in Book 435, Page 202.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

225159 G.M.J. 250 MORTGAGE OF REAL ESTATE.
Receipt No. 2395

COMPARED

WITNESSETH, That said parties of the first part in consideration of Twenty Five Hundred Eighteen and 50/100 Dollars, (\$2518.50) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

This indenture made this 20th day of March A.D. 1923, between J. J. Simons & Ida J. Simons, his wife of Tulsa County, in the State of Oklahoma,

of the first part and Ethel G. Thomas & W. M. Thomas, her husband, of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Twenty Five Hundred Eighteen and 50/100 Dollars, (\$2518.50) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of Lot Nine (9), Block Seven (7), in East Highland Addition to the City of Tulsa, Oklahoma, according to the recorded Plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part their 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 first parties have this day executed and delivered one certain promissory note in writing to said parties of the second part, described as follows:

One note dated March 20, 1923, for \$2518.50, payable \$25.00 per month with interest at 8 per cent. Interest payable with each note.

This is given subject to a first mortgage of \$2800.00 to the Home Building & Loan Association of Tulsa, Oklahoma, which has been reduced to \$2681.50, which parties of the first part assume and agree to pay.

Now if said parties of the first part shall pay or cause to be paid to said parties of the second part their 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 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 parties of the second part shall be entitled to possession of said premises. And said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.