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Dated this 16 day of 116.V. 192.3

COMPARED

Tulsa County, in the State of Oklahoma, of the first part, and J. H. Hill of Tulsa County, in the state of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One & No/100 Dollars the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described REAL ESTATE, situate in Tulsa County and State of Oklahoma, to-wit:

The South one third (1/3) of Lots Eight (8) and nine (9), in Block Nine (9),

Oakdale Addition to the city of Tulsa, State of Oklahoma,

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his heirs and assions, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows: Six hundred Dollars (\$600.00) payable to the order of J. H. Hill, dated March 1, 1923, with interest at the rate of eight (8) per cent per annum, from date. It is understood that this mortgage is a second one, given in addition to one already made to The Exchange Trust Company, Tulsa,Oklahoma, in the amount of Fifty-five hundred & no/loo (\$5,500.00) Dollars.

Now, if said parties 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 part- of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisment of said real estate and all benefit of the homestead exemption and stay laws of the Territory of Oklahoma.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

P. E. King

Gladys M. King

State of Oklahoma, Tulsa County, ss.

Before me Etha Lawrence, a Notary Public in and for said County and Territory on this 12 day of April 1923 personally appeared P. E. Fing and Gladys M. King 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)

Etha Larence,

My commission expires May 5, 1924.

Filed for record in Tulsa, Tulsa County, Oklahoma, April 16, 1923, at 10:50 o'clock A.N. and recorded in Book 435, Page 297.

By Brady Brown, Deputy. (Seal

O. G. Weaver, County Clerk.

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