227655 C.M.J.

MORTGAGE OF RHAL ESTATE.

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Desor this 17 day of 4001 1923 WAYNE L. DICKAY, Sounty Treasurer

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THIS INDENTURE, Made this 16th day of Apr. 1923. between M. A. Allred and Maggie Allred of the first part, and Sarah J. Davis of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH That the said parties of the first part, in consideration of the sum of Five hundred and no/100 Dollars, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all of the following described REAL ISTATE situated in Tulsa County, and State of Oklahoma. to-wit:

Lot Three (3) in Block Seven (7) in Clintons First Addition to the City of Tulsa, Tulsa County, State of Okla. as per the recorded plat thereof. TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

PROVIDED AIWAYS, 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 part the second part for the sum of \$500.00 . Said note being dated Apr. 16th 1923 and made in the sum of £500.00. Said note matures on or before Apr. 16th, 1924. Said note bears interest at the rate of Ten per cent from Apr. 16th, 1923. Note bears an attorneys fee clause of 150.00. Note is signed by 🖟 A. Allred and Maggie Allred. Note is payable at the West Tulsa State Bank, West Tulsa, Okla. and the first parties agree to keep the buildings insured for \$500. and the mortgagor agree to pay \$50.00 attorney's fee on foreclosure.

Now if said parties of the first part shall pay or cause to be paid to said partof the second part her 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 these presents 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, then the whole of said sum or sums and interest thereon shall, and by these presents become due and payable, and said party 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 specially waive an appraisement of said real estate, and all the benefit of the homestead, exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.

M. A. Allred

STATE OF OKLAHOMA, Tulsa County, ss.

Mrs. Maggie Allred

Before me, F. A. Singler and for County and State, on this 16th day of April, A.D. 1923, personally appeared M. A. Allred and Margie Allred 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)

F. A. Singler, Notary Public.

My commission expires Oct. 13, 1926.

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