

Lots #25 & #26 Block #4 College View Addition to the city of Tulsa, County Tulsa, State of Oklahoma according to the amended plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part and 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 Fred H. Reisner, Vivian R. Reisner this day executed and delivered 2 certain promissory notes in writing to said party of the second part described as follows:

One note for (\$250.00) Two Hundred Fifty Dollars, due and payable on or before six months (6) from date hereof. One note of Two Thousand Dollars (\$2000.) of this date hereof, to be paid as follows: \$50.00 payable on the 1st day of March 1923 and \$50.00 payable on the first day of each month thereafter until the full amount of \$2000 has been paid. It is understood that the said \$50.00 payments each month shall include interest to date of payment, at the rate of 8% payable monthly an attorneys fee of \$10.00 and 10% of the total balance will be charged in case of default.

This mortgage is given subject to first and prior mortgage dated November 27th, 1922 in favor of William Vance, Trustee for an amount of Two Thousand Dollars (\$2000).

Now if said party of the first part shall pay or cause to be paid to said party of the second part - heirs or assigns, said sum of money in the above described notes 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 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 appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF the said part- of the first part ha- hereunto set -- hand the day and year first above written.

Fred H. Reisner

Vivian R. Reisner

State of Oklahoma, Tulsa County ss.

Before me R. M. Alderson a Notary Public in and for said County and State on this 29 day of January, 1923, personally appeared Fred H. Reisner and Vivian R. Reisner 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 use and purposes therein set forth.

(Seal)

R. M. Alderson

My commission expires Jan. 10, 1927.

Filed for record in Tulsa, Tulsa County, Oklahoma, January 29, 1923, at 4:00 o'clock P.M. and recorded in Book 435, Page 69.

By Brady Brown, Deputy.

(Seal)

O. C. Weaver, County Clerk.

220407 C.M.J.

COMPARED

RELEASE OF MORTGAGE.

WHEREAS, on the 15th day of January 1920, Susan Knowles a widow as mortgagor made, executed and delivered to Tulsa Union Loan and Savings Association, a corporation, as mortgagee, a certain mortgage to secure the payment of an indebtedness in amount of \$3000.00 covering the following described real estate situated in the county of Tulsa, State of Oklahoma, to-wit: