

STATE OF OKLAHOMA,
TULSA COUNTY ss.

Before me, F. A. Singler, a Notary Public in and for County and State, on this 30th day of March, 1923, personally appeared J. S. Wilson and Fannie A. Wilson to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial Seal the date above written.

My commission expires Oct. 13, 1926 (SEAL) F. A. Singler - Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, April 4, 1923 at 10:00 o'clock A.M. and
recorded in Book 441 Page 135

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

226568-ACM COMPARED REAL ESTATE MORTGAGE

THIS INSTRUMENT, Made this 2nd day of April, A.D., 1923 between J. M. Burger and Lizzie Burger of the first part, and J. W. Estep 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 Four Hundred Eighty Five 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, his heirs and assigns, all of the following described REAL ESTATE situated in Tulsa County, and State of Oklahoma, to-wit:

All of Lot One (1) in Block Three (3) First Refinery Addition to the City of Tulsa, Oklahoma, according to 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 ALWAYS, And these presents are upon this express condition, that whereas said J. M. Burger and Lizzie Burger have this day executed and delivered one certain promissory note in writing to said party of the second part, for Four Hundred Eighty Five and no/100 Dollars: One note dated April 2nd, 1923, for \$485.00 payable at the rate of Fifteen Dollars each month (\$15.00) commencing with 2nd day of May 1923, and a like amount each succeeding month thereafter until the entire amount has been paid. Deferred payments draw interest from date at the rate of 8% per annum, and the first party agrees to keep the buildings insured for \$_____, and the mortgagors 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 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 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/ore 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 appraisal 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.

J. M. Burger
Lizzie Burger