

## COMPARED

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered 12 certain promissory notes in writing to said party of the second part, for \$250.00 as follows:

One note for \$	20.00	dated Apr 2d 1923	due May 6th 1923
""	20.00	""	Jun 6th 1923
""	20.00	""	Jul 6th 1923
""	20.00	""	Aug 6th 1923
""	20.00	""	Sep 6th 1923
""	20.00	""	Oct 6th 1923
""	20.00	""	Nov 6th 1923
""	20.00	""	Dec 6th 1923
""	20.00	""	Jan 6th 1924
""	20.00	""	Feb 6th 1924
""	20.00	""	Mar 6th 1924
""	30.00	""	Apr 6th 1924

Notes are payable to Mrs H A Tompkins, at the West Tulsa Bank, West Tulsa, Okla. Note bear int at the rate of 10% from date. Interest to be paid monthly on the whole loan. Each note bears an attorneys fee clause of \$15.00 and the first part agrees to keep the buildings insured for \$200.00 and the mortgagor agrees to pay \$15.00 on each note attorney's fees on foreclosure.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part her 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 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 part of the first part for said consideration, do hereby specially waive an appraisal of said real estate, and all the benefits 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.

E. J. Freemyer

Gertrude Freemyer

STATE OF OKLAHOMA  
TULSA COUNTY

Before me, F A Singler a Notary Public, in and for County and State, on this 2d day of April 1923 personally appeared E J Freemyer and Gertrude Freemyer 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.

Witness my hand and Notarial Seal in 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 6th, 1923 at 8:30 O'clock A.M. and recorded in Book 441 Page 153  
By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.