

written.

Fred R. Hazen

STATE OF OKLAHOMA Tulsa County, Ss.

On this 26 day of February A. D. 1923, before me, the undersigned, a Notary public in and for said county and state aforesaid, personally appeared Fred R. Hazen to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires Nov. 5, 1926.

(SEAL) Mary K. Hoyez, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb 26, 1923 at 2:15 o'clock P.M.

in Book 442, page 207

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

222841 C. J.

MORTGAGE OF REAL ESTATE.

COMPARED

RECEIPT FOR PAYMENT
 If the within instrument is received by the undersigned, the same shall be deemed to be a receipt for the amount of the same.
 7949
 27 Feb 1923
 WALTER L. MCWATY, County Treasurer
 A. J.

This indenture made this 26th day of February A. D., 1923, between G. A. Cairns of Tulsa County, in the State of Oklahoma, of the first part and Mrs. O. A. Cairns of Tulsa County, in the State of Oklahoma, of

the second part.

WITNESSETH, That said party of the first part in consideration of Eight Hundred (\$800.00) Dollars, (\$800.00) the receipt of which is hereby acknowledged, does by those presents grant, bargain, sell and convey unto said party of the second part her heirs and assigns, the following described Real Estate, situated in ----- County, and State of Oklahoma, to-wit:

Lot Twenty-three (23) Block Five (5), in Meadow Brook Addition, to the City of Tulsa, Tulsa County, Oklahoma,

First Mortgage held by the United Savings and Loan Association of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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 G. A. Cairns has this day executed and delivered four certain promissory notes in writing to said party of the second part described as follows:

This eight hundred dollars (\$800.00) to be paid in installments of Two Hundred dollars (\$200.00) every six (6) months after date until paid at the rate of 8% interest to ^{be} paid semi-annually.

Now if said party 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 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 appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma