

4-373

My Commission expires Oct. 30, 1926

(SEAL) Jno R. White, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 14, 1923 at 3:05 o'clock P. M.
in Book 442, page 423

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

224451 C. J. COMPARED MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 1st day of March A. D. 1923 between HULETTE F. ABY and CORA MAE ABY, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and GEORGE B. DOBSON of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, The said parties of the first part, in consideration of the sum of Seventeen Hundred Fifty and no/100 dollars, the receipt of which is hereby acknowledged do by these presents Grant, Bargain, Sell and Convey unto said party of the second part; his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Numbered Four (4), in Block Two (2), of Irving Place, an addition to the City of Tulsa, Oklahoma, according to the Recorded plat thereof,

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, his heirs and assigns, 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 HULETTE F. ABY AND CORA MAE ABY, his wife, have this day executed and delivered their certain promissory notes in writing to said party of the second part, described as follows:

One Note for Five Hundred Eighty-three Dollars (\$583.00), due on or before six months after date, One Note for Five Hundred Eighty-three dollars (\$583.00), due on or before twelve months after date, and One Note for Five Hundred Eighty-four Dollars (\$584.00), due on or before eighteen months after date, all of said notes being dated March 1, 1923, and bearing interest from date at the rate of eight per cent, per annum until paid. Said notes payable at First National Bank of Tulsa, Oklahoma.

This mortgage is subject to a mortgage in favor of the The Mortgage-Bond Company, of New York, for Twenty-two Hundred Fifty dollars (\$2250.00),

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 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 the 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 the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all 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 hands the day and year first above written.

I hereby certify that I received \$34.00 from Hulet F. Aby and Cora Mae Aby in payment of mortgage tax on the within instrument.

Dated this 14th day of March 1923

WAYNE L. BIGLEY, County Treasurer

Hulette F. Aby

Cora Mae Aby