

4.42

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 part---- of the second part shall be entitled to possession of said premises. And said party 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 hand the day and year first above written.

O. M. Josey

R. H. Josey

STATE OF OKLAHOMA Tulsa County, ss.

Before me, Lula A. Cofer a Notary Public in and for said County and State on this 20th day of February, A. D. 1923, personally appeared O. M. Josey and R. H. Josey, Husband and wife 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.

My Commission expires December 2, 1923

(SEAL) Lula A. Cofer,
Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb 20, 1923 at 2:30 o'clock P.M.

in Book 442, page 514

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

225054 C. J.

COMPARED

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

A F F I D A V I T

Richard Flood, of lawful age, and being first sworn by me according to law, deposes and says; that he came to an agreement on November 20th, 1922, with Maud Burgess and her husband, William A. Burgess to purchase Lots 15 and 16 in Block 5, in Overlook Park Addition to the city of Tulsa, Oklahoma, according to the amended plat thereof. According to said agreement there was to be a warranty deed made to Richard Flood, and as part payment the said Richard Flood would give a first mortgage for \$1000.00, on said lots, and a second mortgage of \$850.00; said papers were drawn up and signed, but not delivered, and were not to be delivered or binding unless the said Maud Burgess the vendor, or her agent, could find a purchaser for the first mortgage of \$1000.00; A purchaser was found for the first mortgage on November 28, 1922, in the person of W. M. Fewel. Some mistake being found in the said mortgage, a new one was drawn up and dated November 28, 1922.

This new mortgage recites that it is a first mortgage and the note and mortgage were delivered to W. M. Fewel on November 28, 1922, and he paid Maud Burgess for them. and then the deed was delivered by Maud Burgess to Richard Flood.

The next step in the transaction was the delivery by Richard Flood of the second mortgage of \$850.00 to Maud Burgess.

It is further declared that these papers (the deed and the mortgage) describe the said property, as being; in Overlook Addition, when it should have been written Overlook Park Addition etc;

It is further stated by Richard Flood, that said property purchased by him on November 28, 1922 is Lots 15 and 16, in Block 5, in Overlook Park Addition to the city of Tulsa, Oklahoma, according to the amended plat thereof.

The deed made to him is of record in Book 429, at Page 59, and the said first mortgage is of record in Book 402, at page 26, The said second mortgage is of record in book 402 at page 27.