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226219 c.J.

MORTGAGE OF REAL ESTATE.

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This indenture made this 28th, day of March A.

[bereby centify text line as 5 20 and level 1923, between Clarence E. Campbell & violet E. Recipt No. 2881. We see it seems ht of mertgage 1923, between Clarence E. Campbell & violet E. This indenture made this 28th, day of March A. D. Campbell of Tulsa County, in the State of Oklahoma of the first part and sam Warren of Tulsa, County ,in the state of Oklahoma, of the second part.

(ITNESSETH, That said parties of the first part in consideration of Fifteen Hundred and No/100 (\$1500.00) the receipt of which is hereby acknowledged, does by those 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;

Lots numbered Ten and Eleven (10 & 11) in the re-subdivision of Lots 1,2,3, 4.5.16.17.18.19 & 20 in Block One (1), and Lot one (1) in Block Two (2) in Rodgers Heights subdivision to the City of Tulsa, according to the recorded plat

This mortgage is given subject to a first mortgage of Three-Thousand \$5000.00 DCLLARS dayed Febry 15th, 1921, payable in monthly installments of \$30.00 per month, reduced now to \$2250.00 next note for \$50.00 due and payable on Apr. 15th, 1923, with interest thereon at the rate of eight per cent per annum,

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 tenementa, hereditaments and appurtenances there pnto belonging, or in any wise appertaining, forever.

PROVIDED, AIWAYS, And these presents are upon this express condition that whereas said Clarence E. Campbell and wife has this day executed and delivered 37 certain promissory notes in writing to said party of the second part described as follows:

Notes numbered from one to thirty-six of even date herewith for the sum of \$40.00 each, note number 37 for the sum of 560.00 all bearing interest from date until paid at the rate of eight per cent per annum, due and payable on the 1st, of each month beginning May 1st, 1923, and one note payable on the first of each month thereafter until all are paid, the privilege is hereby reserved to pay any part or all of said notes at anytime before maturity, total amount of the above described series of notes is \$1500.00,

Now if said parties of the first part shall pay of 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 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 parties of the first part for said consideration does hereby expressly waive an appraisement 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 has hereunto set their hands the day and year first above written.

> Clarence E. Campbell Violet E. Campbell

State of Oklahoma Tulsa County, ss.

Before me Cal Arnold a Notary Public in and for said county and State on this