

4-22

226587 C. J.

MORTGAGE OF REAL ESTATE COMPARED

TREASURER'S ACKNOWLEDGMENT
 I hereby certify that I received \$2,600.00 and issued
 Receipt No. 8688 in payment of mortgage
 tax on the within mortgage.

Dated this 5 day of April 1923
 WAYNE L. DICKEY, County Treasurer

D. J. Deputy

THIS INDENTURE, Made this 13th day of March A.D
 1923 between W. R. Cox and Isla Cox, his wife of
 the first part, and Frank Hackathorne of Tulsa
 County, in the State of Oklahoma, of the second
 part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
 Twenty six Hundred and No/100 and ----- DOLLARS the receipt whereof is hereby ack-
 nowledged, does by these presents, grant, bargain, sell and convey unto said party of
 the second part, his heirs and assigns, all of the following described REAL ESTATE situ-
 ated in Tulsa County, and State of Oklahoma, to-wit:

All of Lots, Twenty, Twenty one, twenty two and twenty three
 (20, 21, 22 and 23) in block Six (6) Interurban Addition to the City
 of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, here-
 ditaments and appurtenances thereunto belonging or in anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas
 said ----- have this day executed and delivered their certain promissory notes in writ-
 ing to said party of the second part, for Twenty six Hundred and no/100 Dollars (\$2600.00)
 Consisting of One Hundred thirty notes (130) for \$20.00 each, dated March 13, 1923, the
 first of which shall be due and payable commencing with April, 1st 1924 and a like amount
 shall be due and payable each succeeding month thereafter until the entire amount of
 \$2600.00 has been paid,

All notes draw interest at the rate of 8% per annum from date until paid,
 and the first part-----agree----- to keep the buildings insured for \$-----, and the mort-
 gageor-----agree----- to pay \$100.00 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 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 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 parties of the first part for said consideration, do hereby specially waive an
 appraisalment of said real estate, and all the 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.

W. R. Cox
 Isla Cox

STATE OF OKLAHOMA }
 Tulsa County } ss.

Before me, F. A. Singler, a Notary Public, in and for County and State, on this
 14th day of March, 1923, personally appeared W. R. Cox to me known to be the identical
 persons who executed the within and foregoing instrument and acknowledged that they exe-
 cuted the same as their free and voluntary act and deed for the uses and purposes therein