

COMPARED

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Mortgage of Real Estate  
This Indenture, Made this 31st day of December A.D. 1923. between C.L.Cox of Tulsa County, in the State of Oklahoma, of the first part, and Robert J. Fletcher of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That the said party of the first part, in consideration of the Two Thousand (\$2,000.00) and no/100 Dollars the receipt of which is hereby acknowledged by these presents, grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described Real Estate, situate in Tulsa County, and State of Oklahoma, to-wit:

All that part of Lot or Tract D. lying south of Market Avenue in the Town of Dawson Oklahoma, asper the recorded plat thereof in the office of the Register of Deeds of said County. Said \$2,000.00 is evidenced by promissory notes signed by first part to second party and delivered herewith.

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 appurtenance thereunto belonging, or in anywise appertaining forever:

PROVIDED, ALWAYS, And these present are upon this express condition, that whereas said first party has and does agree with said second party to pay Two Thousand dollars in extended payment on said land, besides five hundred dollars in cash, or certain bills such extended payments to be as follows: -Forty dollars on the first day of each month beginning February 1, 1924 and continuing until the full amount of two thousand ~~dollars~~ dollars is paid.

It is further agreed that said first party may pay on the first day of each and any months so much as he wishes to pay on said debt above such forty dollars. The above sum shall bear interest at the rate of eight per annum from this date until payment respectively.

Now, If said party 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 writing 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 part of the second part shall be entitled to the possession of said premises. And the 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 party of the first part has hereunto set his hand the day and year first above written.

C. L. Cox

Effie Cox his wife

STATE OF OKLAHOMA TULSA COUNTY SS.

Before me Maie P. Baker a Notary Public in and for said County and State, on this thirty first day of December 1923 personally appeared C.L.Cox and person ~~ally~~ ally appear to me known to be the identical persons 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.  
My Commission expires Sept. 26, 1927 (SEAL) Maie P. Baker, Notary Public

RECEIVED  
TULSA COUNTY  
REGISTER OF DEEDS  
JAN 15 1924  
W. V. B.

State of Okla. County of Tulsa  
This Indenture was filed for Record on Jan. 15, 1924 at 10 A.M. in Book 1443, Page 147  
O. J. Weaver, Co. Clerk, Brown, Boone & Seal