

443

STATE OF OKLAHOMA, }
OKLAHOMA COUNTY, } SS.

Before me, Dora Harris a Notary Public in and for said County and State on this 15th day of January, 1924, personally appeared R.O. Brewer to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice-President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the use and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

My commission expires Mar. 19, 1927. (SEAL) Dora Harris, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Jan. 16, 1924, at 4:30 o'clock P.M. and recorded in book 443, page 154.

By Brady Brown, Deputy. (SEAL) O.G. Weaver, County Clerk.

#249152 NS

MORTGAGE OF REAL ESTATE.

COMPARED

THIS INDENTURE made this 9th day of January A.D. 1924, between W.M. Hough and Flossie M. Hough, his wife, of Tulsa County, in the State of Oklahoma of the first part and S.D. Pickering & Louis D. Lewk, of Tulsa, County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said part.. of the first part in consideration of Thirty Eight Hundred Ten and no/100 Dollars (\$3,810.00) the receipt of which is hereby acknowledged, do.. by those presents grant, bargain, sell and convey unto said part.. of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit;

Lot Number Twenty One (21) and North 7.2 Feet of reserve joining Lot Number Twenty One (21) on the South, All in Block One (1), Grandview Place Addition to Tulsa, Oklahoma, according to the recorded Plat thereof as filed for record in the office of the County Clerk in and for Tulsa County, Oklahoma.

This mortgage is given subject to a first mortgage of \$3,000.00 to the Tulsa Building & Loan Association, under date of December 21st, 1923.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part their heirs and assigns, together with all and singular the tements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, and these presents are upon this express condition that whereas said first parties have this day executed and delivered one certain promissory note.. in writing to said part.. of the second part described as follows;

One note for \$3,810.00 dated January 9, 1924, payable \$56.00 per month bearing interest at 8 per cent annually, note and interest payable monthly, first note due February 1, 1924, and each succeeding note thirty days from the prior note until all have been paid. Each monthly payment of \$56.00 includes interest on the unpaid balance of the principal to that time.

Now if said parties of the first part shall pay or cause to be paid to said parties of the second part their heirs or assigns, said sum of money in the above described note, 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