

and appurtenances thereunto belonging or in anywise appertaining forever. **COMPARED**

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said W. G. Chenoweth and Wife have this day executed and delivered one certain promissory note in writing to said party of the second part, for \$2900.00 Payable at the rate of \$40.00 per month, bearing at the rate of 8% per annum, from Feb. 28th, 1923 until paid,

First of said payments shall become due and payable on or before the First day of April 1923 and one payment in the like sum and amount shall become due and payable on or before the first day of each and every month thereafter consecutively until the full amount of the said \$2900.00 is fully paid together with said interest, and the first party agrees to keep the buildings insured for \$3000.00, and the mortgagor agrees to pay \$ 10% attorney's fees on foreclosure.

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 described note 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 part of the second part shall be entitled to the possession of said premises, and the said party 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. G. Chenoweth

Effie Ann Chenoweth

STATE OF OKLAHOMA  
Tulsa, County ss

Before me, J. T. Chamblee, a Notary Public, in and for County and State, on this 28th day of Feb., 1923, personally appeared W. G. Chenoweth and Effie Ann Chenoweth, 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 uses and purposes therein set forth.

Witness my hand and Notarial Seal the date above written.

My Commission expires July 24th 1926.

(SEAL)

J. T. Chamblee

Filed for record at Tulsa, Tulsa County, Oklahoma Mar. 1, 1923 at 11:30 o'clock A. M.  
and recorded in Book 444 Page 185

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk

223155-ACM -CONTINUED

ASSIGNMENT

STATE OF OKLAHOMA  
COUNTY OF TULSA? ss.

KNOW ALL MEN BY THESE PRESENTS, That, I, Paul Burton, one of the parties to, and a beneficiary under the above and foregoing Contract, having on this date sold, assigned and transferred, by separate assignment, subject to the approval of the Secretary of Interior, all of my right, title and interest in and to that certain oil and gas mining