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WAYNE L. LECKEY, COUNTY TRADUTOR

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This indenture made this 1st day of March, A. D. 1923, between Rosie L. Frye and Lee E. Frye, her husband of Tulsa, County in the State of Oklahoma, of the first part and R. B. Warren of Tulsa, Tulsa County, in the State of Oklahoma, of the Second part. WITNESSETH, That said parties of the first part in consideration of SIXTY-ONE HUNDRED and no/100 Dollars (\$6100.00) the receipt of which is hereby acknowledged, do by these 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:

MORTGAGE OF REAL ESTATE.

The North Fifty (50) feet of Lot Two (2) in Block Thirty-Four (34)

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0. T., in the City of Tulsa, Tulsa County, Oklahoma, according to the Government Survey and Plat thereof;

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 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 anddelivered 61 certain promissory notes in writing to said party of the second part described as follows:

Sixty-one notes, dated September 7th, 1921 of \$100.00 each, payable as follows: One Note of \$100.00 payable September 7th, 1923, and one of on the 7th of each succeeding month until the sixty-one notes are paid.

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 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 whatch 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 party of the second part shall be entitled to possession of said premises. And said parties of the first part for said consideration do hereby expressy waive an appraisement of said real estate and all benefit of the hogmestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands the day and year first above written.

> Rosie L. Frye Lee E. Frye

> > 0. G. Weaver - County Clerk.

STATE OF OKLAHOMA, Tulsa County, SS.

By Brady Brown - Deputy

¥:...

Before me, the undersigned a Notary Public in and for said County and State on this 1st day of March, 1923, personally appeared Rosie L. Frye and Lee E. Frye, her husband. 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 use and purpose therein set forth.

My commission expires January 16, 1927 (SEAL) Beulah McAllister - Notary Public Filed for record at Tulsa, Tulsa County, Oklahdma, March 9th 1923, at 11:05 O'clock A. M. End recorded in Book 444 Page 317.

(SEAL)