

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 and delivered one certain promissory note in writing to said party of the second part described as follows: One Thousand dollars due in One Year and Six Months from date and bearing 9% interest from date payable semi annually.

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 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 paid when 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 expressly waive an appraisal of said real estate and all 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 hands the day and year first above written.

Edgar Mott

Mary Mott

STATE OF OKLAHOMA Tulsa County ss.

Before me W. H. Hull a Notary Public in and for said County and State on this 17th. day of February, 1923, personally appeared Edgar Mott and Mary Mott his wife, to me known to be the identical person 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.

My commission expires Sept. 7th, 1925. (SEAL)

W. H. Hull - Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma Feb 19, 1923 at 9:00 o'clock A. M. and recorded in Book 444 Page 61.

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

222139-ACM COMPARED AFFIDAVIT

STATE OF OKLAHOMA, )  
COUNTY OF TULSA, ) SS.

Rhea Twining, of lawful age, being first duly sworn on oath, deposes and says:

That on the 4th day of December, 1920, she accompanied R. W. Pontius to the Security State Bank of Tulsa, Oklahoma, and joined him in signing a Real Estate Mortgage to secure the principal sum of One Thousand Dollars (\$1,000.00) covering the following described real estate and premises, to-wit: Lots Three (3) and Four (4) in Block Eight (8) Tanaha, (Now Oakhurst) Tulsa County, Oklahoma, which mortgage is recorded in Book 353 on Page 445 of the records of the County Clerk within and for Tulsa County, Oklahoma.

Affiant further states that said mortgage casts a cloud on the title to the above described property in that she signed the above mentioned mortgage: "Rhea Pontius" wife of the said R. W. Pontius in order to secure the loan of One Thousand Dollars; Nettie