

COMPARED

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 Filed Feb. 27, 1923
 WAYNE L. DICKLEY, County Treasurer
 a. g. Deputy

223053 - BH

MORTGAGE OF REAL ESTATE.

This indenture, made this 27th day of February, A.D. 1923, between Ruth E. Simmons, a single woman, of Tulsa County, in the State of Oklahoma, of the first part, and J. W. Shippey of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part.

Witnesseth, that said party of the first part, in consideration of the sum of fifteen hundred (\$1500.00) and no/100 dollars the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the 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:

Lots two (2) and three (3) in Block forty seven (47)
 in the City of Broken Arrow, Oklahoma;

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 belonging, or in anywise appertaining, forever.

Provided, always, and these presents are upon this express condition, that whereas said Ruth E. Simmons has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: Dated at Broken Arrow, Oklahoma, February 27, 1923, due February, 27, 1924, payable to the mortgagee hereto in the sum of \$1500.00 for value received, at Broken Arrow, Oklahoma, together with interest thereon at eight per cent per annum from date until paid, and an attorney's fee of one hundred dollars if placed in the hands of an attorney for collection or suit is filed thereon.

Now, if the 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 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part for ^{said} consideration does 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 ^{part} party of the first/has hereunto set her hand the day and year first above written.

Ruth E. Simmons.

State of Oklahoma, Tulsa County)SS Before me, A.M. Laws, Notary Public, in and for said county and state, on this 27th day of February, 1923, personally appeared Ruth E. Simmons, a single woman to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 2/25/1926.

(SEAL) A.M. Laws, Notary Public.

Filed for record in Tulsa County, Okla. on Feb 28, 1923, at 1:30 P.M. and duly recorded in book 445, page 122, by Brady Brown, deputy, (SEAL O.G.W. Weaver, county clerk.