

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 22.00
 Receipt No. 8386, which is in payment of mortgage
 tax on the within instrument.
 Dated this 20 day of March, 1923.
 WAYNE L. DUCKY, County Treasurer

224887 - BH

COMPARED

MORTGAGE OF REAL ESTATE.

This indenture, made this 17th day of March A.D. 1923, between Hannah M. Hawkins and A. C. Hawkins, her husband, of Tulsa County, in the State of Oklahoma, of the first part and J. M. Berry, of Tulsa County, in the State of Oklahoma, of the second part:

Witnesseth, that said parties of the first part in consideration of one and no/100 dollars (\$1.00) and other considerations, 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:

Lot two (2) and the north 25 feet of lot three (3) in
 Block six (6) of Ridgewood addition to the City of
 Tulsa. Subject to a prior mortgage in favor of the
 Tulsa Building and Loan Association.

To have and to hold the same, unto the said party of the second part, 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 Hannah M. Hawkins and A. C. Hawkins have this day executed and delivered a certain promissory note in writing to said party of the second part described as follows:

Note dated March 17th, 1923, payable to the Central National
 Bank of Tulsa, Oklahoma, for \$1100.00 due in 90 days from date, with
 interest at 10% from maturity.

This mortgage shall secure the above note, any renewal that may be made in whole or part thereof, and any further sum or sums that may be advanced in the future by said bank to said Hannah M. Hawkins and A. C. Hawkins, or either of them.

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.

Hannah M. Hawkins,
 A. C. Hawkins.

State of Oklahoma, Tulsa County) SS

Before me, Amy M. Walton, a Notary Public in and for said County and State on this 17th day of March, 1923, personally appeared Hannah M. Hawkins and A. C. Hawkins, 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 purposes therein set forth.