

COMPARED

of Five Hundred DOLLARS, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, and convey unto said party of the second part, his heirs and assigns, all of the following described REAL ESTATE, situated in the County of

Tulsa, State of Oklahoma, to-wit:

TEASUCKER'S INDEMNITY
I hereby certify that I received \$, 20 and issued The East Half of Lot Five (5) in Block
Receipt No. 2286 therefor in payment of mortgage
Ten (10) in Pleasant View Addition to the
City of Tulsa Oklahoma, according to the
recorded plat thereof.
Dated this 31 day of March 1923
WAYNE L. DICKY, County Treasurer
Deputy

This Mortgage is given subject to a first mortgage in the sum of \$1000.00 also a second mortgage in the sum of \$1000.00.

TO HAVE AND TO HOLD THE SAME, 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 the express condition, that whereas the said George Magnien, grantors have executed and delivered 13 certain promissory notes dated 7-30th, 1921, to said party of the second part for \$ Thirteen Notes in the sum of \$40.00 each the first of which is due Sept-30th, 1923, and one note due on the 30th, day of each month thereafter until paid, due with interest at the rate of 8 per centum per annum, payable monthly.

And the first parties agree to keep the building insured for \$2000.00. In case that papers for foreclosure are filed, the first parties agree to pay a reasonable attorney fee of \$10.00 & 10%.

Now, if the 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 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, or if the taxes or assessments levied against said premises or any part thereof or the taxes assessed against the said second party or any assignee of said notes or the debt secured thereby, or if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable and shall bear ten (10) per centum interest per annum, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for consideration do hereby waive (or) not waive appraisalment of the option of the said second part his heirs and assigns.

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

Witnesses:

George Magnien.

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

OKLAHOMA FORM OF ACKNOWLEDGMENT.

Before me, the undersigned, a Notary Public, in and for said County and State on this 30th, day of July 1922, personally appeared Geo. Magnien) George Magnien, a single man, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires April 8th, 1924. (SEAL) Chas. B. Rawson, Notary Public.

For value received I. D. A. Estey, hereby assign, transfer and set over, without re-