

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

My commission expires Dec. 27, 1926.

(seal) Anna A. Muster, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma April 14th, 1923, at 11:50 A.M. and recorded in Book 446. page 506.

By Brady Brown, Deputy.

(SEAL) O. G. Weaver, County Clerk.

227611-GB COMPARED REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 27th, day of March, in the year A. D. 1923, between C. I. Smith, of Cleveland County, in the State of Oklahoma, of the first part, and J. D. Boeskan, of Cleveland County, in the State of Oklahoma, of the second part.

Witnesseth, That the said part of the first part, in the consideration of the sum of One Hundred Sixty Four (\$164.35) and 35 /100 DOLLARS, 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, all the following described Real Estate situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Ten (10), Block Ten (10) in the Original Townsite of the town of Collinsville, Oklahoma, and State of Oklahoma, to-wit:

Townsite of the town of Collinsville, Oklahoma, and State of Oklahoma, to-wit:

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 anywise appertaining, forever.

Provided always, and these presents are upon the express condition, that whereas said C. I. Smith, has this day executed and delivered his certain promissory notes in writing to said party of the second part, described as follows:

Twelve (12) promissory notes for the sum of Thirteen (\$13.70)

and thirty five one hundredths dollars, each and said notes

due and payable each thirty days dating from May 1st, 1923.

(House on the above described lot being insured for the sum of \$700.00 the same is hereby assigned by said mortgagor to said mortgagee as additional security.)

Now, if 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 part of the second part shall be entitled to the possession of said premises, and the said party of the first part hereby agrees to pay an attorney's fee of \$----- in case of foreclosure hereon. And the said part of the first part for said consideration 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 party of the first part has hereunto set his hand the day and year first above written.

C. I. Smith.

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

SS BEFORE ME, J. D. Gribsby, Jr., a Notary Public, in and for said County and State, on this 27th day of March, 1923.