

Before me, a Notary Public, in and for the above named County and State, on this 24th, day of February, 1923, personally appeared J. D. Simmons, and Effie Simmons, his wife, to me personally 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 uses and purposes therein set forth.

WITNESS My hand and signature and official seal, the day and year last above written.

(SEAL) Iva Latta, Notary Public.

My commission expires March 31, 1926.

Filed for record in the Tulsa, Tulsa County Oklahoma, Feb. 28th, 1923, at 8:30 A. M. and recorded in Book 446, Page 56.

By Brady Brown, Deputy Clerk.

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

223010-GB

MORTGAGE OF REAL ESTATE.

M O R T G A G E

COMPARED

THIS INDENTURE, made this 19th, day of February, A. D. 1923, between A. H. Thomas, of Tulsa County, in the State of Oklahoma of the first part, and H. A. Hartman and Celia Hartman, his wife, of Rogers County, in the State of Oklahoma, of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Five Hundred----- Dollars, the receipt of which is hereby acknowledged, does 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, situate in Tulsa County, and State of Oklahoma, to-wit:

Lot Two (2) in Block Seventeen (17) Lynch
and Forsythe Addition to City of Tulsa, Tulsa County,
Oklahoma.

TO HAVE AND TO HOLD, Together with all the appurtenances whereunto belonging, or in anywise appertaining forever; and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express conditions, that, whereas, said A. H. Thomas, has this day executed and delivered his certain promissory note in writing to said party of the second part for Five Hundred Dollars, dated Feb. 19, 1923, due in three months, signed by A. H. Thomas, maker hereof payable to order of H. A. Hartman and Celia Hartman, his wife with 8 percent interest from maturity. A copy of which is attached hereto.

And the first party agrees to keep the buildings insured for \$2500.00.

And the Mortgagor agree to pay \$----- Attorney's fees on foreclosure.

Now, if said party of the first part shall pay or cause to be paid 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 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, 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, then the whole of said sum or sums and interest thereon shall and by these presents 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 any appraisal of said real estate and all benefits of