

222417-GB

MORTGAGE OF REAL ESTATE

COMPARED

THIS INDENTURE, Made this 16th, day of Feb, ¹⁹²³ A. D. 1923, between Charles A. Hereford, of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and Ida M. Robinson of Ida, Allen County, in the State of Kansas, of the second part,

"ITNESSETH, That said party of the first part, in consideration of the sum of Twenty-two hundred, no/100, dollars, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party, of the second part, her heirs and assigns, all the following described Real Estate situate in Tulsa County, and State of Oklahoma, to-wit:

The south ten (10) feet of Lot thirty-five(35) and Lots thirty-six (36) and thirty-seven (37) in Block six (6) in Forest Park Addition to the City of Tulsa, Oklahoma, according to the re-amended plat thereof.

TO HAVE AND TO HOLD THE SAME, Unto the said party of the second part her ~~1923~~ 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 this expresse condition, that whereas said Charles A. Hereford has this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

Copy \$2200.00 Tulsa Oklahoma Feby 16th, 1923.
On or before five years after date, for value received, I promise to pay to the order of Ida M. Robinson, Twenty-two hundred, no/100, dollars at Tulsa, Okla.. without defalcation or discount, with interest at the rate of 8 per cent, per annum, payable semi- annually from date until paid.
No. COPY. (Signed) Charles A. Hereford.

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part her 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 and appraisement 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.

Charles A. Hereford.

STATE OF OKLAHOMA. Tulsa County, ss.

Before me, G. J. Patterson, a Notary Public in and for said County and State on this 16th, day of February 1923, personally appeared