

328045 C.J.

8987 02 and 1/2
 20 APR 1923
 WATSON L. BROWN, County Treasurer
 Deputy

MORTGAGE OF REAL ESTATE ~~COMPARSED~~

THIS INDENTURE, Made this 18th day of April, A.D. 1923 between Louisa Barnes, a single woman, of Tulsa County, in the State of Oklahoma, of the first part, and The Arkansas valley State Bank of Broken Arrow, Tulsa County, in the

state of Oklahoma, of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of One Hundred Seven (\$107.37) and 57/100 DOLLARS, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described Real Estate situate in Tulsa County, and State of Oklahoma, to-wit:

Lot One (1) and the South Half of the Northeast Quarter of the Northwest

Quarter of section 19, Township 19 North, Range 14 East, Tulsa County, Oklahoma,

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 any wise appertaining forever;

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Louisa Barnes has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: Dated at Broken Arrow, Oklahoma, April 18, 1923, due November 27, 1923, payable to the mortgagee hereto in the sum of \$107.37, for value received, at its banking office in Broken Arrow, Oklahoma, with interest after maturity at ten per cent. per annum until paid, and an attorney's fee of \$15.00 if placed in the hands of an attorney for collection or suit is filed thereon.

NOW, if said party of the first part shall pay or cause to be paid to said party of the second part, its successors, 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 an appraisal of said real estate and all benefits 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 her hand ----- the day and year first above written.

Louisa Barnes

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

Before me, R. A. Wallingford, a Notary Public, in and for said County and State on this 18th day of April, 1923 personally appeared Louisa Barnes, a single woman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Nov. 4, 1926

(SEAL)

R. A. Wallingford, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 19, 1923 at 10:10 o'clock A.M.

in Book 450, page 128 By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk