

to said party of the second part described as follows: **COMPARED**

Dated April 5, 1923, due June 5, 1923, payable to Pauline Chase, in the sum of \$120, with interest at the rate of ten per cent from date until paid, and \$10 and ten per cent of the principal as attorney's fee if placed in the hands of an attorney for collection. Signed by Wyatt Basham.

Now if said party of the first part shall pay or cause to be paid to said party of the second party 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 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 possession of said premises, And said party of the first part for said consideration does hereby expressly waive an appraisalment 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.

Wyatt Basham

State of Oklahoma Tulsa County, ss.

Before me, a Notary Public in and for said County and State on this 5th day of April, 1923 personally appeared Wyatt Basham 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 use and purpose therein set forth.

My Commission expires July 29, 1924 (No SEAL) Mabel Huntsinger, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 12, 1923 at 3:35 o'clock P. M.

in Book 450, page 17

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

227385 C.J.

TREASURER'S ACKNOWLEDGMENT

I hereby certify that I received \$10 and issued Receipt No. 8829 therefor in payment of mortgage tax on the within mortgage.

Dated this 12 day of April 1923

WAYNE L. DICKER, County Treasurer

Deputy

MORTGAGE OF REAL ESTATE COMPARED

This indenture made this 5th day of April A.D. 1923, between WYATT BASHAM, a single man, of Tulsa County, in the State of Oklahoma of the first part and W. A. Chase of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That said party of the first part in consideration of Thirty and no/100 dollars, (\$30.00) the receipt of which is hereby acknowledged, does by those presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot 25, in Block 3, in Liberty Addition to the city of Tulsa, 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 where-- as said Wyatt Basham has this day executed and delivered his certain promissory note in writing to said party of the second part described as follows:

dated April 5, 1923, due June 1, 1923, payable to W. A. Chase, in the