

450

sum of \$30, 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 or suit is filed thereon. Signed by Wyatt Basham.

It is understood that this mortgage is given subject to a first mortgage this day executed on said property to Pauline Chase in the sum of \$120

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 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 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.

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, a single man, 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 purposes therein set forth.

My commission expires July 29, 1924 (Not 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 18

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

227387 C. J. TREASURER'S INDENTMENT
I hereby certify that I received \$350 and issued
Receipt No. 8134 therefor in payment of mortgage
tax on the within mortgage.
Dated this 12 day of April 1923
WAYNE L. DICKEY, County Treasurer
Deputy

REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, made this 9th day of April in the year of our Lord One Thousand Nine Hundred and Twenty Three by and between LEONA D. RUCKER, nee RHODES and E. M. RUCKER, her husband of the County of Creek and State of Oklahoma party of the first

part, and GUARANTY TRUST COMPANY of Muskogee, a corporation organized under the laws of the State of Oklahoma, having its principal office in the city of Muskogee, Oklahoma, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Thirty Five Hundred DOLLARS in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all of the following described tract, piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma to-wit:

The west Half of the South East Quarter and the southeast Quarter of the South East Quarter of Section Eleven (11) Township seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, containing 120 acres, more or less.