231546 U.J.

TREAST CLEVE AND STREET

5.6

COMPARED MORTGAGE OF REAL ESTATE

THIS INDENTURE' Made this 23d day of May A. D. 1923 between C. O. Mayfield and May Mayfield ( his wife ) of the first. MCASS data Exercise C. O. Mayfield and May Mayfield ( his wife ) of the first. i hereby certify and because C. 08 part, and The West Tulsa State Bank of Tulsa County, in the second No. 2.2.2 there is payment of assign, State of Oklahoma, of the second part.

D

Exx on the within monoage. 5 1923 WAINE L DICKET, County Transformer WITNESSETH, That the said parties of the first part, in  $\mathcal{D} \notin \mathcal{O}$ 

the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, all of the following described REAL ESTATE situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Twenty three (23) in Block Seven (7), in Garden City, Oklahoma,

according to the recorded plat thereof,

TO HAVE AND TO HOLD THE SAME, Together with alland singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition that whereas said Parties of the first part has this day executed and delivered 4 certaim promissory note ---- in writing to said part of the second part, for the total sum of \$400.00

One	note	for	<b>480.00</b>	due	June	23d	1923	
11	11	. 11	80.00		Jul	23	1923	
**	11	11	80.00		Aug	23	1923	
17	11	11	80.00		Sep	23	1923	

All notes dated May 23d 1923 and all bear interest from May 23d 1923 at

the rate of ten per cent.

Each note bears an attorneys clause of \$15.00.

Notes are payable at the West Tulsa State Bank, West Tulsa, Okla.

and the first part-----agree---- to keep the buildings insured for \$------, and the mortgagor--agree -- to pay \$15.00 on each note attorney's fees on foreclosure.

Now if said part ---- of the first part shall pay or cause to be paid to said party of the second part its heirs or assigns, said sum of money in the above described notes 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 But if said sum or sums of money, or any part thereof, or any interest thereon, is effect. 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 part ---- of the second part shall be entitled to the possession of said premises, and the said parties of the first part for said consideration, do hereby specially waive an appraisement of said real estate, and all the benefit of the homestead, exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.

## C. O. Hayfield

## Maye Mayfield

STATE OF OKLAHOMA ,

) SS. Before me, F. A. Singler, a Notary Public , in and for County TULSA COUNTY and State, on this 24 day of Lay, 1923, personally appeared C. (). Mayfield and Maye Mayfield to me known to be the identical persons who executed the within and foregoing instrument and acknowledged 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 Notarial Seal the date above written. My commission expires Oct 13, 1926 (SEAL) F. A. Singler, Notary Public