

act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires 4/13/24

(SEAL)

Beatrice Hoff, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 29, 1923 at 4:35 o'clock P. M. in Book 450, page 607

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

E31913 C.J.

MORTGAGE OF REAL ESTATE.

COMPARED

By Brady Brown, Deputy, and issued
Book of 9796 in payment of mortgage
of the first part.

Dated this 31 day of May, 1923

WAYNE L. DICKEY, County Treasurer

W. L. Dickey
Deputy

This Indenture made this 14th day of May A.D. 1923, between R. H. Berry and Katherine F. Berry, his wife of Tulsa County, in the State of Oklahoma of the first part and H. E. Hanna of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of eleven Hundred Fifty Dollars, (\$1150.00) the receipt of which is hereby acknowledged, do 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 Three (3) of the Mary Kennedy Sub-division of Lot 17 in Block 28 of Park Place Addition to the City of Tulsa, according to the recorded plat thereof.

This mortgage is given subject to a First Mortgage in the sum of \$5,000.00 to the Home Bldg. & Loan Assn.

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 R. H. Berry and Katherine F. Berry have this day executed and delivered ----certain promissory notes in writing to said party of the second part described as follows:

11 notes of \$25.00 each, payable on first of each month, beginning June 1, 1923. and one note \$875.00, payable May 1st, 1924, making a total sum of \$1150.00. with interest at 8% per annum from date, payable to H. E. Hanna and signed by R. H. Berry and Katherine F. Berry.

Now if said parties 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 notes 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 parties of the second part shall be entitled to possession of said premises, And said parties of the first part for said consideration do 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 parties of the first part have hereunto set their hands the day and year first above written.

R. H. Berry
Katherine F. Berry