

450

foregoing instrument as its Vice President and Secretary, respectively, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act, and deed of such corporation, for the uses and purposes herein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires July 15, 1926

(SEAL) Raymond M. Stout, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 31, 1923 at 11:20 o'clock A. M. in Book 450, page 626

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

251961 C.J.

REAL ESTATE MORTGAGE

STATE OF OKLAHOMA,)

COMPARED

COUNTY OF TULSA)

THIS INSTRUMENT
I hereby certify that hereon \$3,300 and issued
Receipt No. 7799 of \$3,300 in payment of mortgage
tax on the within mortgage.

Dated this 31 day of May 1923.

WAYNE L. DICKLEY, County Treasurer

Regency

THIS INDENTURE, Made this 29th day of May A. D.,
1923, between A. J. McCartney and Hattie F. Mc-
Cartney, his wife, of Tulsa, Tulsa County, in
the State of Oklahoma, of the first part, and

Jos. Drouot of Tulsa, Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH: That said parties of the first part, in consideration of the sum of FIFTY-FIVE HUNDRED and No/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described Real Estate, situate in Tulsa County, and State of Oklahoma, to-wit:

The Northerly eighty (80) feet of the Westerly fifty (50) feet of Lot
Eight (8), in Block One Hundred and two (102), of the original townsite
of the city of Tulsa, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD The same, together with all the Appurtenances thereunto be-
longing or in anywise appertaining, forever; and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express condition, that, where
as, said A. J. McCartney and Hattie F. McCartney, his wife, have this day executed and de-
livered their certain promissory note in writing to said party of the second part for \$5500.00
due three years from June 1st, 1923, with interest thereon from date at the rate of eight per
cent. per annum until paid; payable quarterly according to the tenor and effect of 12 interest
coupon notes attached to said principal note.

And the said first parties agree to keep the buildings insured for \$-----

And the Mortgagors agree to pay a reasonable Attorney's fees on foreclosure.

Now, if said parties of the first part shall pay or cause to be paid said party
of the second part his heirs or assigns, said sum or sums of money in the above described
note 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 effect. But if said sum or sums of money, or any part thereof, or any inter-
est thereon, is not paid, when the same is due, or 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 party
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 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.

A. J. McCartney
Hattie F. McCartney