

232471 C.J.

MORTGAGE OF REAL ESTATE.

COMPAREL

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$1,600.00 and issued
 Receipt No. 9206 thereon in payment of mortgage
 tax on the within mortgage.

Dated this 6 day of June 1923
 WAYNE L. DICKEY, County Treasurer

Deputy

This indenture made this 5th day of June A. D. 1923,
 between John M. Wilson and Daisy L. Wilson, his wife,
 Tulsa County, in the State of Oklahoma of the first
 part and W. A. VanGundy of Wellington, Kansas, of the
 Second part.

WITNESSETH, That said parties of the first part in consideration of Sixteen Hundred
 and No/100 Dollars, (\$1600.00) the receipt of which is hereby acknowledged, do by those pre-
 sents grant, bargain, sell and convey unto said party of the second part his heirs and as-
 signs, the following described Real Estate, situated in Tulsa County, and State of Oklahoma,
 to-wit:

The East twenty five and one-half feet (25½) of Lot One (1) and the
 west Twenty four and one-half feet (24½) of Lot Two (2) in Bragassa
 Sub-Division, of Lot Ten (10) Block Twenty Eight (28) Park Place
 Place Addition to the City of Tulsa, Tulsa County, Oklahoma, according
 to the recorded plat thereof.

This mortgage is given subject to a first mortgage to James B. Bragassa in
 the sum of \$2,000.00

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 whereas
 said Parties of the first part have this day executed and delivered a certain promissory note
 in writing to said party of the second part described as follows:

Dated May 16th, 1923, for \$1600.00 with six per cent interest from date,
 payable, to W. A. Van Gundy, due on or before 5 years after date of note.

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 note men-
 tioned 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 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.

John M. Wilson

Daisy L. Wilson

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Amy M. Walton a Notary Public in and for said County and State on
 this 5th day of June, 1923, personally appeared John M. Wilson and Daisy L. Wilson, his
 wife, to me known to be the identical persons who executed the within and foregoing instrument
 and acknowledged to me that they executed the same as their free and voluntary act and deed
 for the use and purposes therein set forth.