

acknowledged to me that he executed to me the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(SEAL) Harold S. Philbrick, Notary Public.

My commission expires Aug. 21, 1924.

Filed for record in Tulsa County, Okla. on May 31, 1923, at 3:00 P.M. and duly recorded in book 455, page 201, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

232011 - BH

COMPARED

MORTGAGE DEED.

Received of the said party of the first part the sum of \$1.76 and same Receipt No. 9820 therefor in payment of mortgage tax on the within mortgage.
Dated this 1 day of June 1923

This indenture, made this 31st day of May, A.D. 1923, between George E. Hughes and Alta Hughes, his wife, of the City of Tulsa, of Tulsa County, in the State of Oklahoma, of the first part, and K. W. Gantz, of the City of Tulsa, of Tulsa County, in the State of Oklahoma, of the second part.

Witnesseth, the said party of the first part, in consideration of the sum of one and 00/100 (\$1.00) dollar and other good and valuable consideration, 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, situated in Tulsa County, and State of Oklahoma, to-wit: All of lot six (6) in block fifteen (15) of Lynch & Forsythe addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

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 their certain promissory notes in writing to said party of the second part, described as follows:

One note dated May 29, 1923, for \$40.00 due June 29, 1923; fifty five notes of even date herewith, due on the 29th day of each month hereafter, until the sum of \$2250.00 is paid, bearing interest at the rate of 8% per annum, from date, payable semi-annually. This mortgage is subject to a prior mortgage for \$2500.00, payable January 1, 1925, which parties of the first part assume.

Party of the second part, for himself, his heirs, and assigns, agrees that time of payment of first mortgage may be extended, or that parties of first part, their heirs and assigns, may execute a mortgage on said premises to secure an amount sufficient to satisfy said first mortgage, which shall be a first and prior mortgage as if executed prior to this mortgage and agrees to release this mortgage until said mortgage has been placed of record as a first mortgage. Provided that the sum of \$380.00 in addition to payments then due on the above notes, has been paid, such payments to be credited on notes last due.

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 the same are by law made due and