

Rina Byrd,  
C. T. Byrd.

COMPARED

State of Oklahoma }  
County of Tulsa } SS

Before me, a Notary Public, in and for the above named County and State, on this 31st day of May, 1923, personally appeared Rina Byrd and C. T. Byrd, her husband, to me personally 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 uses and purposes therein set forth.

Witness my signature and official seal, the day and year last above written.

(SEAL) Iva Latta, Notary Public.

My commission expires March 31, 1926.

Filed for record in Tulsa County, Okla. on June 2, 1923, at 1:00 P.M. and duly recorded in book 455, page 226, By Brady Brown, Deputy,

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

232287 - BH

COMPARED

MORTGAGE OF REAL ESTATE

----- TREASURERS ENROLLMENT -----  
I hereby certify that I received \$4.00 and issued  
Receipt No. 9889 therefor in payment of mortgage  
tax on the within instrument.

This indenture, made this 1st day of June, A.D. 1923, between S.D. Pickering and Lena A. Pickering, his wife, Dr. T. A. Penney and Rena Penney, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Mary A. Turner, of Tulsa County, in the State of Oklahoma, of the second part.

Witnesseth, that said parties of the first part, in consideration of ten thousand and no/100 dollars (\$10,000.00) the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18 and 22, in Block one  
(1) and lots 6, 19, 20, 21 and 23 in Block two (2) in Hurst's  
re-subdivision of block five (5) of Fair Acres addition to the City of Tulsa,  
County, Oklahoma, according to the recorded plat thereof,

To have and to hold the same, unto the said party of the second part, her heirs and assigns together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever.

Provided, always, and these presents are upon this express condition that whereas said first parties have this day executed and delivered their certain promissory notes in writing to said party of the second part described as follows: Two notes for the sum of \$5,000.00 each, both dated June 1st, 1923, and payable to the order of Mary A. Turner; first note due and payable on or before June 1st, 1924, and second note due and payable on or before June 1st, 1925, said notes bearing interest at the rate of 8 per cent per annum, payable semi-annually from date until paid. "The second party hereby agrees that at any time said first parties pay to said second party the sum of \$450.00 on this mortgage, that she will execute release on any one lot, and that upon like payments she will execute release or releases for such lot or lots as first parties shall designate".

Now if said parties of the first part shall pay or cause to be paid to said party of the second part her 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; otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon,