2.83

C. H. Terwilleger, Mary A. Terwilleger,

State of Oklahoma) SS

Before me, the undersigned, a Notary Public, in and for Tulsa County said County, and State, on this 25 day of May, 1923. personally appeared C. H. Rerwilleger and Mary A. Terwilleger, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and ackowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL) M. W. Turner, Notary Public.

My commission expires Febl 1, 1927.

Filed for record in Tulsa, Okla. on June 6, 1923, at 9:00 A.M. and duly recorded in book 455, page 261, By Brady Brown, Deputy,

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

TREASURENCE ENDORSEMPT

tax on the with a mortgage quine 1923 Dated this 7 day on fring 1923

nine s. 14 Rand issued

COMPENSION 232534 - BH

Gall & Part

MORTGAGE DEED.

This indenture, made this 31st day of January, A.D. 1923, between H. L. Loewen P. / and Agnes Loewen, his wife of Tulsa County, in the State of Oklahoma, of the first Lugar part, and W. H. Manes of Tulsa County, in the State of Oklahoma, of the second part:

Witnesseth, that said part of the first part, in consideration of the sum of six hundred seventy three and no/100 dollars , the receipt of which is hereby acknowledged, do hby 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:

> The west half of the southwest guarter of the southwest quarter and the southeast quarter of the southwest quarter of the southwest quarter, section seventeen (17) township twenty one (21) range fourteen (14) covering thirty acres, more or less.

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 hareditaments and appurtenances thereunto belonging, or in anywise apertaining forever.

Provided, always, and these presents are upon this express condition, that whereas said H. L. Loewen and Agnes Loewen, his wife, have this day executed and delivered one certain promissory/hote in writing to said party of the second part, described as follows; A certain note for \$6/3.00 dated Jan. 31st, bearing 9% interest, due and payable, Sept. 1st, 1923.

. Now, if said parties of the first part shall pay or cause to be paid to said partyes of the second part their heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according touthe terms and tenor of the same, then this mortgage shall be wholly discharged and void; otherwise shall remain 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 threeof 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 the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive