

purposes therein set forth.

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

My commission expires Feb. 1, 1927.

Filed for record in Tulsa County, Okla. on June 8, 1923, at 9:00 A.M. and duly recorded in book 455, page 272, By Brady Brown, Deputy,

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

232728 - BH

COMPARED

MORTGAGE OF REAL ESTATE.

I hereby certify that I received \$350.00 and issue Receipt No. 9976 in payment of mortgage tax on the within mortgage.

Dated this 9 day of 6 1923

This indenture, made this 23rd day of February, A.D. 1923, between Viola Ramsey, a widow, of Tulsa County, in the State of Oklahoma, of the first part, and E. E. Luster 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 the sum of three hundred and ^{fifty} no/100 dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said part_ of the second part, her heirs and assigns, all the following described real estate, situate in Tulsa County, and State of Oklahoma, to-wit: Lots one (1) and two (2) in Block sixty six (66) in the original town of Broken Arrow, Oklahoma.

To have and to hold the same, unto the said part_, heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining, forever.

Provided always, and these presents are upon this express condition, that whereas said Viola Ramsey, a widow has this day executed and delivered a certain promissory note in writing to said part_ of the second part, described as follows:

Broken Arrow, Okla. February, 23rd, 1923.

\$350.00

Three years after date, without demand, notice or protest, we, or either of us, as principal, promise to pay to the order of E. E. Luster three hundred fifty and no/100, for value received, negotiable and payable, with interest from date at the rate of 5 per cent per annum, payable at the First National Bank, Broken Arrow, Okla. Interest payable annually. If the interest be not paid when due it shall become a part of the principal and bear the same rate of interest. The makers, sureties and endorers waive demand, notice and protest and agree to let the time of payment be extended without our consent from time to time until paid. In case this note is placed in the hands of an attorney for collection, I, or we, agree to pay ten per cent additional as Attorney's fee.

C O P Y.

Viola Ramsey

Now, if the said part_ of the first part shall pay or cause to be paid to said part_ of the second part his heirs or assigns, said sum of money in the above note 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 payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part_ of the second part shall be entitled to the possession of said premises. And the said part_ of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.