

COMPARED

Lots 1 to 13 inclusive in Block 3, and lots 1 to 9 inclusive in Block 4 and lots 1 to 12, inclusive in Block 5, and lots 1 to 12 inclusive in Block 6, all in Samuels subdivision of SE 1/4 of SW 1/4 of NE 1/4 of Sec. 4, twp. 19N, R. 12 E, Tulsa County, Oklahoma, and NE 1/4 of NW 1/4 of NE 1/4 and all that part of SE 1/4 of SW 1/4 of NE 1/4 lying north of M.K. & T. R.R. right of way, all in sec. 4, twp. 19, N. R. 12 E. Tulsa County, Oklahoma.

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 first parties have this day executed and delivered their certain promissory note in writing to said party of the second part described as follows: Said note dated June 6th, 1923, for the sum of \$2403.50, and due and payable June 6th, 1924, with interest at 10% per annum from maturity until paid.

"The second party hereby agrees that at any time said first parties pay to said second party the sum of \$50.00 on this mortgage, that he will execute release on any one lot, and that upon like payments he will execute release of releases for a such lot or lots as first parties shall designate".

Now, if the 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, 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 or 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 appraisal 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, <sup>of the first part</sup> have hereto set their hands the day and year first above written.

Ezra E. Cooper,  
Lena Cooper.

State of Oklahoma )  
Tulsa County ) SS Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of June, 1923, personally appeared Ezra E. Cooper and Lena Cooper, his wife, to me known to be the identical persons who executed the 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.

(SEAL) Elizabeth Hall, Notary Public.

My commission expires October 9th, 1926.

Filed for record in Tulsa County, Okla. on June 8, 1923, at 2:00 P.M. and duly recorded in book 455, page 284, By Brady Brown, Deputy.

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

455