

10426 574
 the within mortgage.
 dated this 3 day of May 1923
 W. D. Pickering, County Clerk
 P.S.B.

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 three certain promissory notes in writing to said party of the second part described as follows: Two notes for \$916.33, and one note for \$916.34, all dated May 8, 1923, bearing interest at 8 per cent, payable semi-annually, due in six, twelve and eighteen months.

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 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 for said consideration do hereby expressly waive and appraisement of said real estate and all benefit of the homestead and exemption and stay law of the State of Oklahoma.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

S. D. Pickering,
 Lewis D. Lewk.

State of Oklahoma)
) SS

Tulsa County) Before me, V. Dunaway, a Notary Public, in and for said County and State on this 8th day of May, 1923, personally appeared S. D. Pickering and Lewis D. Lewk, to me 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 use and purposes therein set forth.

V. Dunaway. - - - -

My commission expires June 19, 1926.

Filed for record in Tulsa County, Oklahoma, on July 2, 1923, at 2:00 P.M. and duly recorded in book 455, page 512, By Brady Brown, Deputy,

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

234758 - BH COMPARED

ASSIGNMENT OF MORTGAGE.

State of Oklahoma)
) SS
 County of Tulsa)

For and in consideration of one dollar and other good and valuable considerations to me in hand paid, I hereby grant, sell and assign to H. E. Hanna a certain mortgage executed by S. D. Pickering and Louis D. Lewk, on the 8th day of May, A.D. 1923, to John L. Ward, and recorded in Book ____ page ____ of the records of Tulsa County, Oklahoma, together with the notes, lien and all claims secured by said mortgage.

Witness my hand this 2nd day of July, 1923.

Jno. L. Ward.