

232439-ACM

MORTGAGE

COMPARED

This Indenture made this 1st day of June A.D., 1923, between W. T. Whittenhall and Ella M. Whittenhall his wife of Tulsa County, in the State of Oklahoma, of the first part, and Merle McPike, of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Fifteen Hundred and no/100 \$1500.00 Dollars, (\$1500.00) the receipt of which is hereby acknowledged, do 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:

TREASURER'S ENDORSEMENT The Easterly Forty (40) feet of Lot Five (5) and the Easterly Forty (40) feet of the Southerly Fifty (50) feet of Lot Six (6) in Block Ninety five (95) of the original Townsite of Tulsa

WAYNE L. DICKY, County Treasurer, Oklahoma, according to the recorded plat thereof with all im-

provements thereon and appurtenances thereto belonging;

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 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 one certain promissory note in writing to said party of the second part described as follows:

Dated June 1st, 1923, running two years from date bearing interest at 10 per cent per annum, payable semi annually;

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 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 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 appraisalment of said real estate and all benefits of the homestead exemption and stay laws 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.

W. T. Whittenhall

Ella M. Whittenhall

STATE OF OKLAHOMA, Tulsa County, SS:

Before me, E. N. Riley, a Notary Public, in and for said County and State, on this 1st day of June, 1923, personally appeared E. T. Whittenhall and Ella M. Whittenhall, his wife, 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 uses and purposes therein set forth.

My commission expires Dec. 1st, 1925 (SEAL) E. N. Riley-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, June 5, 1923 at 10:40 o'clock A.M. and recorded in Book 457 Page 158

By Brady Brown - Deputy

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