

belonging, or in anywise appertaining, forever.

COMPARED

PROVIDED, ALWAYS, and these presents are upon this express condition, that whereas, said B. O. Shepherd and Ruth P. Shepherd has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

For the sum of Six Hundred Dollars (\$600.00) with interest at the rate of 8% per annum from April 4, 1923, due and payable on or before April 4, 1924.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs and 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 other wise shall remain in full force and effect. And said mortgagors agree that they will, until said debt is paid, keep said premises insured to the amount of \$600.00 dollars for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee. If said sum or sums of money, mentioned herein, 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 parties of the first part for said consideration do---hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. And the mortgagors agree that if suit is brought to foreclose this mortgage they will pay a reasonable attorney's fee of Ten dollars to the plaintiff's attorney in such action which fee this mortgage also secures.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Ruth P. Shepherd

B. O. Shepherd

STATE OF OKLAHOMA, Tulsa COUNTY, ss:

Before me, Estelle M. Montgomery a Notary Public in and for said county and state, on this 2 day of June A.D., 1923 personally appeared B. O. Shepherd and Ruth P. Shepherd, 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 Feb. 8, 1927 (SEAL) Estelle M. Montgomery-Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, June 7, 1923 at 9:00 o'clock A.M. and recorded in Book 457 Page 177

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

232702-ACM

COMPARED

ASSIGNMENT OF MORTGAGE

MY (INDIVIDUAL) INTEREST

KNOW ALL MEN BY THESE PRESENTS:

Dated May 25th, 1923.

That J. Edgar Freeman, in consideration of the sum of Six Hundred and forty & No/100 DOLLARS, to -----in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto David E. Chase, his heirs and assigns the remainder, *one certain mortgage* dated the 20th day of July A.D., 1922 executed by E. G. Lotshaw & Julia Lotshaw, *his* (his wife) to J. Edgar Freeman, upon the following described property, situate in the County of Tulsa, and State of Oklahoma, to-wit: