

Before me, a Notary Public, in and for said County and State, on this 13 day of June 1922, personally appeared J. R. Case and P. R. Barber 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.

Witness my hand and official seal, the day and year last above written.  
My commission expires Sept. 13, 1924 (SEAL) B. F. Pettus-Notary Public  
Filed for record at Tulsa, Tulsa County, Oklahoma, June 11, 1923 at 10:30 o'clock A.M. and recorded in Book 457 Page 232  
By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

232953-ACM COMPARED MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 29th day of November, A.D., 1922, between Charles Gipson, of Wagoner County, in the state of Oklahoma, of the first part, and Hester Gipson of Coweta, Okla., County, in the State of Oklahoma, of the second part.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 36 and issued Receipt No. 10220 therefor in payment of mortgage tax on the within mortgage.  
Dated this 12 day of June 1923  
WAYNE L. DICKEY, County Treasurer  
W. J. Deputy

WITNESSETH, That said party of the first part, in consideration of the sum of Three Hundred fifty, and 00/100 DOLLARS, (\$350.00) the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part her heirs and assigns, all the following described Real Estate situate in Tulsa County, and State of Oklahoma, to-wit:

Lot Five (5) in Block Two (2) in Fairview Second Addition to the City of Tulsa, as per plat of said addition on record in the office of County Clerk of Tulsa County, State of Oklahoma.

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 anywise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Charles Gipson has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Note for \$350.00 of even date herewith, due 12 months after date, bearing interest at the rate of 10 per cent from date until paid.

NOW, if said party 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, 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 the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive and 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 party of the first part has hereunto set his hand the day and year first above written.

Charles Gipson