AMPARED

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COMPARED

WITNESSETH, That said party of the first part, in consideration of the sum of Six Hundred no/100 Dollars the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part -- of the second part, his heirs and assigns, all the following described Real Estate, situate in Tulsa County, and State of Oklahoma, towit:

> Lots Eleven and Twelve in Block One and Lot Nine in Block Two in Federal Heights Subdivision of parts of Lots Two and Three Section Four, Township Nineteen, North Range Thirteen East, according to recorded plat

the State of Oklahoma, of the second part.

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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 anywise appertaining, forever;

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

For Value received I promise to pay to the order of A. F. Sweeney the sum of Six Hundred Dollars, in monthly installments of One Hundred Dollars each commencing Oct. 12, 1923, with interest from date at the rate of 8 per cent per annum payable monthly and providing for attorneys fee of \$10.00 and ten per cnet of amount unpaid in case of suit to collect

Now, If said party of the first part shall pay or cause to be **ßh**id to said party of the second party his heirs or assigns, said sum of money in the above described note mentioned 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 the possession of said premises. And the said party of the first part for said consideration dome hereby expressly waive an appraisement 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.

## George E. Turner

STATE OF OKLAHOMA. TULSE COUNTY. SS.

By Brady Brown - Deputy

Before me, Mrs. M. W. Nickel, a Notary  $r_u$  blic in and for said County and State. on this 19th day of May 1923, personally appeared George E. Turner to me known to be the iden tical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes there in set forth.

My commission expires Oct. 24, 1926 (SEAL) Mrs. M. W. Nickel Filed for record at Tulsa, Tulsa County, Oklahoma, May 25, 1923 at 4:20 o'clock P.M. and recorded in Book 457 Page 56

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