do by those presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Sixteen (16), in Block Twenty-five (25), College Addition, Tulsa,

Tulsa County, Oklahoma, according to the recorded plat thereof.

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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 any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition condition that whereas said parties of the first part have this day executed and delivered 25 certain promissory notes in writing to said part-4-- of the second part described as follows:

Twenty-four (24) notes of even date for Twenty (\$20.00) Dollars each to draw interest at eight (8%) per cent from date payable one (1) note each month for a period of Twenty-four (24) months, and One (1) note of even date for Eleven Hundred Twenty-two and 90/100 Dollars, (\$1122.90), to draw interest at eight (8%) per cent per annum from date, due in three (3) years from date.

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 same are by law made due and payable, the whole of said sum or soms, 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 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 parties of the first part have bereunto set their hands the day and year first above written.

W. D. Mayes May Mayes

O. G. Weaver, County Clerk

STATE OF OKLAHOMA Tulsa County, as.

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Before me a Notary Public in and for said County and State on this 27th day of July, 1923, personally appeared W. J. Mayes and May Mayes 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 use and purposes therein set forth.

My Commission expires 2-7-1926 (SEAL) Clyde L. Sears, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, July 27, 1923 at 4:35 o'clock P. M. in Book 464, page 396

(SEAL)

By Brady Brown, Deputy

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