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236876 C.J. COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$4,500 and issued Receipt No. 12571 therefor in payment of mortgage tax on the within mortgage.

Dated this 31 day of 7 1923
W. W. Stucky, County Treasurer

Deputy

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 7th day of July A. D. 1923

between T.M. Hunsecker and Florence Hunsecker his wife,
 D.B. Layton and Annie Layton his wife, E. J. Hunsecker
 and Vena Hunsecker his wife of Broken Arrow Tulsa County,

in the State of Oklahoma, of the first part, and Rosa
 M. Buckles and Elizabeth J. Birks of Broken Arrow, Tulsa County, in the State of Oklahoma,
 of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of
 Seventy Five Hundred Dollars the receipt of which is hereby acknowledged, do by these pre-
 sents, grant, bargain, sell and convey unto the said parties of the second part their heirs
 and assigns, all the following described Real Estate, situate in Tulsa County, and State
 of Oklahoma, to-wit:

Lot number Twenty Two in Block number Forty Seven in the City of Broken
 Arrow, Tulsa County, Oklahoma

TO HAVE AND TO HOLD THE SAME, Unto the said parties of the second part their heirs
 and assigns, together with all and singular the tenements, hereditaments and appurtenances
 belonging, or in anywise appertaining, forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas
 said T. M. Hunsecker and Florence Hunsecker his wife, D. B. Layton and Annie Layton his
 wife and E. J. Hunsecker and Vena Hunsecker his wife have this day executed and delivered
 two certain promissory notes in writing to said parties of the second part, described as
 follows: One note for fifty five hundred dollars and one note for Two Thousand dollars
 payable three years after date, at the First National Bank of Broken Arrow, Oklahoma with
 interest from date at the rate of six and one half per cent per annum payable semi-annually
 according to six coupon notes attached.

NOW, if the said parties of the first part shall pay or cause to be paid to said
 parties of the second part their 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 re-
 main 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 parties of
 the second part shall be entitled to the possession of said premises. And the 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.

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

T.M. Hunsecker Florence Hunsecker

D.B. Layton Annie Layton

E. J. Hunsecker Vena Hunsecker

STATE OF OKLAHOMA Tulsa COUNTY, SS.

BEFORE ME F. S. Hurd, Notary Public in and for said County and State on this 7th
 day of July 1923 personally appeared T. M. Hunsecker, Florence Hunsecker, D. B. Layton,
 Annie Layton and E. J. Hunsecker and Vena Hunsecker to me known to be the identical persons