

My commission expires May 21st, 1927.

(SEAL) T. G. Grant Notary Public.

Filed for record in Tulsa County, Okla. on Aug. 23, 1923, at 4:10 P.M. and duly recorded in book 467, page 355, By Brady Brown, Deputy.

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

I hereby certify that I received \$174 and issued Receipt No. 1723 in payment of mortgage tax on the within mortgage.

238631 - BH COMPARED

Dated this 24 day of Aug 1923

MORTGAGE OF REAL ESTATE.

W. W. Stuckey, County Treasurer

Mrs. Archie McGilvray

This indenture made this 23 day of August, A.D. 1923, between Archie B. McGilvray, of Tulsa County, in the State of Oklahoma, of the first part, and F. W. McNeil of Tulsa County, in the State of Oklahoma, of the second part.

Witnesseth, that said party of the first part, in consideration of seven hundred fifty (\$750.00) dollars (\$750.00) the receipt of which is hereby acknowledged, does by these 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:

The south (58) fifty eight feet of the north (139) one hundred thirty nine feet of lot (6) six, in Block (1) one in the town of Sperry,

Tomhave 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 that whereas Mrs. Archie McGilvray and Archie B. McGilvray, this day executed and delivered a certain promissory note in writing to said part of the second part described as follows: Tulsa, Okla. Aug. 2, 1923, one year after date for value received we promise to pay to the order of F. W. McNeil (\$750.00) seven hundred fifty dollars, with interest from date at the rate of ten per cent.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, 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, 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 sums, 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 does hereby expressly waive an appraisalment of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

In witness whereof the said parties of the first part has hereunto set their hands the day and year first above written.

Mrs. Archie McGilvray,
Archie B. McGilvray

State of Oklahoma }
Tulsa County } SS

Before me, E. W. Clark, a Notary Public, in and for said County and State on this 23 day of August, 1923, personally appeared Mrs. Archie McGilvray and Archie B. McGilvray to me known to be the identical persons who executed the within