

Building & Loan Association, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

(SEAL) J. P. Moore, Notary Public,
Shawnee County, Kansas.

Term expires March 19th, 1927.

Filed for record in Tulsa County, Okla. on Sept. 5, 1923, at 8:00 A.M. recorded in book 367, page 482, By Brady Brown, Deputy,

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

239371 - BH

MORTGAGE OF REAL ESTATE.

I hereby certify that I received \$1140.00 and issued
Receipt No. 11406 thereon in payment of mortgage
tax on the within mortgage.

Dated this 6 day of Sept. 1923

This indenture made this 1st day of September, A.D. 1923, between J. C. Wiggins and Thelma M. Wiggins, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Jennie C. Rosen, of Tulsa County, in the State of Oklahoma, of the second part.

Witnesseth, that said parties of the first part in consideration of six hundred and no/100 dollars (\$600.00) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part their heirs and assigns, the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Its one (1) two (2) thirteen (13) and fourteen (14) in
Block three (3) Cooper's sub-division of the east half of
lot 2, of northeast quarter of section 4, township 19N
Range 12 east, in Tulsa County, 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 thereunto belonging, or in any wise appertaining, forever.

Provided, always, and these presents are upon the express condition that whereas said first party have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: One note dated September 1st, 1923 for the sum of \$600.00, due and payable on September 1st, 1924, to the order of Jennie C. Rosen, said note bearing interest at 10 per cent per annum from date until paid, said interest payable annually.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part, her 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 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 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 do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and