

in book 467, page 97, By Brady Brown, Deputy,

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

COMPARED

237135 - BH

MORTGAGE DEED.

This indenture made this 27th day of July, A.D. 1923, between F. H. Alsbaugh and Oma Alsbaugh, his wife of Tulsa County, in the State of Oklahoma, of the first part, and May Rothhammer and Josephine Rothhammer of Tulsa County, in the State of Oklahoma, of the second part:

Witnesseth, the said parties of the first part, in consideration of the sum of two hundred ninety eight and 37/100 (\$298.37) dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit: The east half (E½) of lot six(6) in block ten (10) in Pleasant View addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof,

To have and to hold the same, unto the said parties of the second part their heirs and assigns, to herewith 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 parties of the first part, have this day executed and delivered their certain promissory note in writing to said parties of the second part, described as follows: One note dated July 27th, 1923, for the principal sum of two hundred ninety eight and 37/100 (\$298.37) dollars, with interest at the date of eight (8%) per cent, from date, until paid, becoming due January 27th, 1924; said note further providing if same is not paid when due and is collected by an attorney or by suit, the makers agree to pay an attorney's fee of ten (\$10.00) dollars and ten (10%) per cent of the amount remaining unpaid.

Now, if 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 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 or 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 appraisal 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.

F. H. Alsbaugh,  
Oma Alsbaugh.

State of Oklahoma )  
Tulsa County ) SS

Before me Mabel L. Young a Notary Public, in and for said County and State on this 27th day of July, 1923, personally appeared F. H. Alsbaugh and Oma Alsbaugh, 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