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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;

The easterly thirty five feet of the Westerly seventy five feet of the southerly fifty feet of that part of Owen Addition to the City of Tulsa, Oklahoma, marked on the record ed plat thereof as "Reserve for C. A. Owen, more particularly described as follows; beginning at a point on the north line of Easton Street a distance of One hundred feet west of the Northwest corner of the intersection of Easton and Elwood Streets, in the City of Tulsa, Oklahoma, thence in a northerly direction running parallel to Elwood Street a distance of Fifty Feet; thence in an easterly direction running parallel to Easton Street, a distance of Thirty five feet, thence in a southerly direction running parallel to Elwood Street a distance of Fifty feet to the North line of Easton Street, thence in a Westerly direction running along the north line of Easton Street, a distance of thrity five feet to a point of beginning.

TO HAVE AND TO HOLD THE SAME, unto the said parties 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 said mortgagors, have this day executed and delivered their certain promissory note in writing to said party of the second part described as follows;

One note for \$300.00, dated even date herewith, payable \$30.00 per month with interest at 10 per cent, first payment due October 1, 1923, and oneseach month thereafter until all is paid.

This mortgage is subject to the balance due on the mortgage in favor of the Tulsa Building and Loan Association, of Tulsa, Oklahoma, of approximately \$1900.00.

Now if said party 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 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 party of the first part for said consideration does 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.

Mabel S Stetler,
W. P. Stetler,

STATE OF OKLAHOMA,)
TULSA COUNTY,) SS. Before me the undersigned, Notary Public in and for said County