

to Norman Robbins, and he knows that the said Josephine B. Robbins, never claimed or occupied said real estate as a homestead;

Affiant further states that he has never claimed or occupied said real estate as a homestead; Further Affiant saith not;

Norman Robbins

Subscribed and sworn to before me this 23rd, day of July, A. D. 1923.

My Commission expires Feb-7. 1926. (seal) Edward B. Murray Notary Public

State of California

ss

County of Los Angeles)

Before me, the undersigned Notary Public within and for said County and State, on this 23 day of July, A. D. 1923, personally appeared Norman Robbins, to me known to be the identical person who signed the above and foregoing affidavit, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth, Witness my hand and official seal the day and year above set forth,

My Commission expires Feb-7--1926 (seal) Edward B. Murray Notary Public.

Filed for Record in Tulsa. Tulsa County. Oklahoma, August 9th, 1923 at 4.00 O'Clock P. M, and recorded in Book 474, Page 105.

By Brady Brown Deputy, (seal) O. G. Weaver County Clerk

#237717 EC-
TREASURER'S ENDORSEMENT

I hereby certify that I received \$., 20. and issued Receipt No. 11243 therefor in payment of mortgage tax on the within mortgage.

Dated this 10 day of Aug. 1923
W. W. Stueff County Treasurer

Deputy

MORTGAGE DEED-

COMPARED

This Indenture Made this 6th day of July A. D. 1923 between C. W. Allen and Ruth Allen of Tulsa County, in the State of Oklahoma. of the first part and Mack R. Shanks and Bertha M. Shanks of 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 One Thousand Dollars. the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and 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;

West half of lot (11) Eleven, all of lot Twelve Block 58 City of Collinsville, Okla.

To have and to hold the same. unto the said part of the second part heirs and assigns together with 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 C. W. Allen and Ruth Allen have this day executed and delivered a certain promissory note in writing to said parties of the second part, described as follows; One Promissory note for one thousand dollars payable in six months from date at the rate of 10 per annum;

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 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 considerations do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead