

474

the same as his free and voluntary act and deed and the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

(SEAL) T. H. Hammett, Notary Public.

My commission expires 3/1/25.

Filed for record in Tulsa County, Okla. on Dec. 11 1923, at 9:00 A.M. recorded in book 474, page 630, Brady Brown, Deputy,

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

246436 - BH

UNRECORDED

REAL ESTATE MORTGAGE.

This indenture, made this 10th day of Dec. A.D. 1923, between I. B. Rainey and J. F. Rainey, (his wife, of the first part, and The West Tulsa State Bank of Tulsa County, in the State of Oklahoma, of the second part.

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

Lot five (5) in Block two (2) in Clintondale Addition
to the City of Tulsa, Oklahoma, according to the recorded plat thereof,

TREASURER'S RECEIPT
I hereby certify that I received \$ 04 and issued
Receipt 12884 for the payment of mortgage
tax on the within mortgage.
Dec. 11, 1923
W. W. Starnes, County Treasurer
S.B.

To have and to hold the same, 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 I. B. Rainey and J. F. Rainey, have this day executed and delivered one certain promissory note in writing to said party of the second part, for the sum of \$200.00 said note being dated at West Tulsa, Okla. on Dec. 10th, 1923. Said note is signed by I. B. Rainey and J. F. Rainey. Note matures in six months for Dec. 10th 1923, and bears interest at the rate of ten per cent from date. Said note bears an attorney's fees clause calling for \$25.00 and 10% of the face of the note, and the first parties agree to keep the buildings insured for \$200.00 and the mortgagee agree to pay \$25. & 10% attorney's fees on foreclosure.

Now, if said first parties of the first part shall pay or cause to be paid to said party of the second part its 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 these presents 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, and by these presents become due and payable and said party 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 specially waive an appraisal of said real estate, and all the 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 hand the day and year first above written.

I. B. Rainey,
J. F. Rainey.

State of Oklahoma)
Tulsa County)

Before me, F. A. Singler, a Notary Public, in and for County and State