

second part.

WITNESSETH, That said parties of the first part in consideration of Two Thousand Four Hundred ten and 35/100 Dollars, (\$2410.35) the receipt of which is hereby acknowledged, do by those presents grant, bargain, sell and convey unto said part- of the second part his heirs and assigns, the following described Real Estate, situated in - - County and State of Oklahoma, to-wit:

Lots thirty-three (33) and thirty-four (34) in block three (3) Forrest Park

Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said party 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 W. Y. Hilburn, Bernice Hilburn, his wife have this day executed and delivered their certain promissory note in writing to said party of the second part described as follows:

One note in the sum of Two Thousand Four Hundred Ten & 35/100 (\$2410.35) dollars with eight per cent interest from May 28th, 1923 payable Fifty (\$50.00) dollar per month, beginning Sept. first, 1924. interest payable semi-annually.

Now if said parties 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 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 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.

W. Y. Hilburn

Bernice Hilburn

STATE OF OKLAHOMA, Tulsa County, ss.

Before me C.R. Thurlwell a Notary Public in and for said County and State on this 19th day of June 1923, personally appeared W. Y. Hilburn and Bernice Hilburn, 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 voluntary act and deed for the use and purposes therein set forth.

My commission expires July 18, 1923. (Seal)

C. R. Thurlwell,

Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 10, 1923, at 11:00 o'clock A.M. and recorded in Book 479, Page 218.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

241855 C.M.J.

CONTRACT.

COMPARED

This contract of exchange of property made and entered in to this 23rd, day of July 1923, by and between D. W. Ware of the first part, and Mrs. J. E. Ross of the second part WITNESSETH: