

THEASURY'S ENDORSEMENT  
I hereby certify that I have received \$3,44 and issued  
Receipt No. 12748 (check of a payment of mortgage  
tax on the within mortgage.

Dated this 3 day of Dec., 1923.

529

W. W. Stuckey, County Treasurer

245834 C.M.J. COMPARED

MORTGAGE OF REAL ESTATE

Deputy

This indenture made this 30th day of November A.D. 1923, between J. C. Skillman, and his wife of Tulsa County, in the State of Oklahoma of the first part and Emma R. Beuchat, nee Craig of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said party of the first part in consideration of Forty Two Hundred Seventy Five & No/100 Dollars, (\$4275.00) the receipt of which is hereby acknowledged, does by those presents grant, bargain, sell and convey unto said party of the second part her heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

South Forty feet (S 40 feet) of Lot Three (3) Block Nine (9) in Owen Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the Amended Plat thereof, dated April 25th, 1907 and duly filed of record, together with all the improvements thereon, designated for location generally as 119 No. Lawton Street, Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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 J. C. Skillman, and wife have this day executed and delivered their certain promissory note in writing to said party of the second part described as follows:

\$4275.00

Tulsa, Oklahoma, November 30, 1923.

For value received, I, we, or either of us promise to pay to the order of Emma R. Beuchat, nee Craig, the sum of Forty Two Hundred Seventy Five & No/100 Dollars \$4275.00 in installments of Seventy Five & No/100 Dollars (\$75.00) per month, said installments to be paid on or before the 1st day of each and every month hereafter beginning the 1st day of January 1924. Deferred payments to bear interest at the rate of 10 per cent per annum from maturity until paid; interest payable monthly. If any of said installments become delinquent for 30 days the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at 205 Commercial Building, Tulsa, Oklahoma. This note is secured by Real Estate mortgage on S 40' Lot 3 Block 9, in Owens Addition City of Tulsa, Amended Plat, dated April 25, 1907. And usual waivers of protest, etc. and provision for attorney's fees and costs.

J. C. Skillman

Lucy J. Skillman, his wife

Now if said party of the first part shall pay or cause to be paid to said party of the second part her 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 appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma, and hereby agrees to the appointment of a receiver for the property herein at the beginning of a foreclosure suit for the default in any of the provisions of this note or mortgage.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand the day