

act and deed for the uses and purposes therein set forth.

WITNESS my signature and official seal, the day and year last above written.  
My commission expires March 31, 1926. (Seal) Iva Latta, Notary Public.  
Filed for record in Tulsa, Tulsa County, Oklahoma, Dec. 10, 1923, at 3:40 o'clock P.M.  
and recorded in Book 479, Page 563.  
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

246489

PREPARED BY C. M. J. [unclear] MORTGAGE OF REAL ESTATE.

COMPARED

Received 12884 [unclear] of [unclear]

Dated the 12th day of Dec., 1923  
W. W. [unclear] County Clerk

This indenture made this 24th day of November A.D. 1923, between Una Mae Frey and Archie J. Frey, her husband of Tulsa County, in the State of Oklahoma of the first part and Hazel L. Rice of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Six Hundred Sixty Seven and No/100 Dollars (\$667.00) the receipt of which is hereby acknowledged, do 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:

Lot Number Five (5), Block Number Four (4), Reservoir Hill Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage given subject to a First Mortgage for \$2000.00 to John H. Osborn, dated November 15, 1923, due in two years from date.

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 first parties have this day executed and delivered one certain promissory note in writing to said party of the second part described as follows:

One note for \$667.00, dated November 24, 1923, payable \$25.00 per month with interest at 8 per cent payable with each note, first payment due December 24, 1923, and \$25.00 and interest payable each thirty days thereafter.

Now if said parties 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 parties of the first part for said consideration do hereby expressly waive an appraisal 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.

Una Mae Frey

Archie J. Frey

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, a Notary Public in and for said County and State on this 24th day of November, 1923, personally appeared Una Mae Frey and Archie J. Frey, her husband to me known