

Witness my hand and official seal the day and year above set forth.

480

My commission expires June 12th, 1927 (SEAL)

Amy M. Walton, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 31, 1923 at 11:40 o'clock A. M. in Book 480, page 100

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

243496 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ .08 and issued Receipt 12580 therefor in payment of mortgage tax on the within mortgage.

Dated this 31 day of Oct. 1923

W. W. Cockey, County Treasurer

Deputy

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 29 day of October A. D. 1923, between Ulla Alice Bath and Theodore L. Bath, ( husband and wife) of ----- County, in the State of Oklahoma, of the first part, and A. E. Silver at the National Bank of Commerce, Pawhuska, Okla.

of Osage County, in the State of Oklahoma, of the second part;

WITNESSETH, that said parties of the first part, in consideration of the sum of Four Hundred (\$400.00) DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto said party of the second part, his heirs and assigns, the following described Real Estate, situate in Tulsa County, and State of Oklahoma, to-wit:

Lot number five (5) Block number nine (9) in East Lawn Addition to Tulsa, Oklahoma according to the recorded plat thereof as filed for record in the office of the county clerk in and for Tulsa County, Oklahoma, This lot is sold for residence purpose only and the minimum cost of such dwelling shall be \$3500.00 when completed and no part of such dwelling shall be nearer the front lot line than 35 feet. It is agreed that this lot shall never be occupied by or sold to a negro.

TO HAVE AND TO HOLD THE SAME, together with all the Appurtenances thereunto belonging, or in any wise appertaining forever; and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express condition, that, whereas, said Ulla Alice Bath and Theodore L. Bath, husband and wife, have this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows: One note dated October 29, 1923 for \$400.00 due April 29, 1924, to A. E. Silver with interest after date at 10% per annum signed Ulla Alice Bath and Theodore L. Bath

And the first part-----agree----- to keep the buildings insured for \$-----

And the Mortgagor-----agree----- to pay \$40.00 Attorney's fees on foreclosure, same to be added as costs and secured by this mortgage.

Now, if said parties of the first part shall pay or cause to be paid said party of the second part his, heirs or assigns, said sum or sums 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, or if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part are not paid when the same are by law made due and payable, then 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 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.

Ulla Alice Bath

Theodore L. Bath