unto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that where as said first parties have this day executed and delivered one certain promissory note in writting to said party of the second part described as follows:

> One certain note for the principal sum of One Hundred Seventy five (\$175.00) and No/100 Dollars, dated November 17th, 1923 and Due August 5th, 1924, with interest at the rate of 10% per annum from date.

Now if said parties of the firstpart 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 not e 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 appraisement 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.

H. H. Wortman

Marie Wortman

STATE OF OKLAHOMA . Tulsa County, ss.

Before me a Netary ----- in and for said County and State on this----- day of November, 1923, personally appeared H. H. Wortman and Marie Wortman, his wife to me known to be the identical person 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 January 16, 1927 ( SEAL) Beulah McAllister, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 23, 1923 at 1:20 o'clock P. M. in Book 480, page 391

By Brady Brown, Deputy

O. G. Weaver. County clerk

245177 C.J.

STATE OF OKLAHOMA COUNTY OF TULSA

COMPARUL

For value received the undersigned, Mae Gustavus, formerly Mas Wilkinson, of Tulse, Oklahoma, does hereby assign and set over to C. E. Fink, the one certain note for the sum of Fifteen Hundred (\$1500.00) Dollars, dated November 3, 1922, due August 1, 1923, executed by Theodore V. Poppy, and Carmen Poppy, payable to Mae Wilkinson, and I hereby assign and set over to the said C. E. Fink the certain real estate mortgage of even date with said note, conveying the North 75 and 8/10 feet of lot 31, block 1. Terrace Park Addition to the City of Tulsa, Oklahoma, given for the purpose of securing said mortgage. Said note is credited with a payment of Five Hundred (\$500.00) Dollars.

I also assign and set over to the C. E. Fink all of my right and interest in and to a certain suit number 24945, in the District Court Tulsa County, Oklahoma, styled Mae Wilkinson, Plaintiff vs Theodore V. Poppy, et al, Defendants; which said suit was brought, and is pending for the purpose of foreclosing the above described mortgage .

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