

on this 6th day of October, 1923, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Does not state when com. exp. (SEAL) P. H. Stern, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 24, 1923 at 2:30 o'clock P. M.  
in Book 475, page 3

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

242957 C. J.

MORTGAGE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$40 and issued Receipt No. 12159 in payment of mortgage tax on the within mortgage.

Dated this 23 day of Oct 1923  
W. W. Stuckey, County Treasurer

Deputy

THIS INDENTURE, made this 24th day of October 1923

A. D. Between, A. H. Thomas and May W. Thomas, his wife of Tulsa County, in the State of Oklahoma of the first part, and C. P. Alexander of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That the said parties of the firstpart, in consideration of the sum of One Thousand and no/100 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, all the following described REAL ESTATE, situate in Tulsa County, and State of Oklahoma to-wit:

The South Forty-five (45) feet of Lot Six (6) in Block Five (5) in Oakdale Suburb Addition to the City of Tulsa, according to the recorded plat thereof.

TO HAVE AND TO HOLD, Together with all the appurtenances thereunto belonging, or in anywise appertaining forever; and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express conditions, that, whereas, said A. H. Thomas and May W. Thomas, his wife have this day executed and delivered their certain promissory note in writing to said party of the second part for One Thousand Dollars, of even date herewith, due in two years with interest at rate of eight per cent per annum, payable annually; note payable at Exchange Natl. Bank, Tulsa, Okla..

And the first parties agree to keep the buildings insured for \$1000.00

And the Mortgagee agree to pay ten per cent for attorneys fees if mortgage is foreclosed.

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 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, 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 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 benefits 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.

A. H. Thomas

May W. Thomas

STATE OF OKLAHOMA TULSA COUNTY, ss:

Before me David Beaver in and for said County and State, on this 24th day of October