

245446 C.J.

REAL ESTATE MORTGAGE

STATE OF OKLAHOMA, )  
County of Tulsa )

**COMPARED**

THIS INDENTURE, Made this 27th day of November A. D. 1923, between Clara B. Shuler and Isaac Shuler, her husband of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and J. W. Large of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH: That said parties of the first part, in consideration of the sum of Seven 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, the following described Real Estate, situate in Tulsa County, and State of Oklahoma, to-wit:

The Easterly twenty-five (25) feet of the Southerly sixty (60) feet of Lot Three (3), in Block One Hundred ten (110), in the City of Tulsa, according to the official plat thereof.

TO HAVE AND TO HOLD The same, 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 condition, that, whereas, said Clara B. Shuler and Isaac Shuler, her husband have this day executed and delivered four certain promissory notes in writing to said party of the second part

- One note for \$1500.00, due December 1, 1924.
- One note for \$1000.00 due December 1, 1925,
- One note for \$1000.00, due December 1, 1926,
- One note for \$3500.00, due December 1, 1927 ;

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$5,600 and issued Receipt No. 12693 for and in payment of mortgage  
Witness my hand and seal this 28th day of November, 1923.  
J. W. Large, County Treasurer  
Deputy

all of said notes being dated November 27, 1923.

And the said first parties agree to keep the buildings insured for \$3500.00

And the Mortgagors agree to pay a reasonable Attorney's fees on foreclosure.

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 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 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.

Clara B. Shuler  
Isaac Shuler

STATE OF OKLAHOMA )  
County of Tulsa ) ss. BEFORE ME, a Notary Public in and for said County and State, on this 27th day of November, A.D. 1923, personally appeared Clara B. Shuler and Isaac Shuler, her husband, to me known to be the identical persons 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, This 27th day of November, A.D. 1923.