

day and year first above written.

COMPARED

Edward J. Sweeney (Scroll Seal)

State of Illinois, De Witt County ss.

Before me, John F. Pearl, a Notary Public, in and for said County and State, on this First of November, 1921, personally appeared Edward J. Sweeney, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires Oct. 27, 1925 (SEAL) John F. Pearl, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 3, 1923 at 1:10 o'clock P. M.
in Book 480 page 511

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

245824 C.J.

MORTGAGE OF REAL ESTATE.

COMPARED

This indenture made this ----- day of November, A. D., 1923, between Daniel Phillipe and Ida Phillipe of Tulsa County, in the State of Oklahoma of the first part and Clara Lange Wells of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Seven Hundred Fifty and No/100 Dollars, (\$750.00) the receipt of which is hereby acknowledged, do by these 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:

Lots Fifteen (15) and sixteen (16) in Block One (1) in Bell Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said parties 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 their certain promissory note in writing to said party of the second part described as follows:

One note dated November 28th, 1923, for the sum of \$750.00 due in two years, with ten per cent. interest payable semi-annually.

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 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.

Daniel Phillipe

Ida Phillipe