

instrument of writing, and acknowledged to me that they executed the same as their 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.

(SEAL) Lydia M. Bickford, Notary Public.

My commission expires July 21, 1927.

Filed for record in Tulsa County, Okla. on Dec. 28, 1923, at 3:40 P.M. recorded in book 481, page 157, Brady Brown, Deputy;

(SEAL) O.G. Weaver, County Clerk.

247791 - BH

MORTGAGE OF REAL ESTATE.

This indenture, made this 28th day of December, A.D. 1923, between S. D. Pickering, and Louis D. Lewk of Tulsa County, in the State of Oklahoma, of the first part, and Sam L. Lewk of Tulsa County, in the State of Oklahoma, of the second part.

Witnesseth, that said parties of the first part in consideration of five hundred fifty and no/100 dollars (\$550.00) 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 situated in Tulsa County, and State of Oklahoma, to-wit:

Lot number fourteen (14) in block number one (1) I hereby certify that I received \$ 208 and issued Receipt No. 3119 therefor in payment of mortgage on the within mortgage. Dated this 31 day of Dec, 1923  
W. W. Sackey, County Treasurer  
S. B. 481 Deputy

recorded plat thereof.

To have and to hold the same, unto the said parties of the second part, their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

Provided, always, and these presents are upon this express condition that whereas said first parties have this day executed and delivered one certain promissory note in writing to said party of the second part described as follows: One note for \$550.00 dated December 28, 1923, bearing interest at the rate of eight per cent per annum, payable semi-annually, note due on or before December 28, 1925.

Now if said parties of the first part 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 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 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.

S. D. Pickering,  
Louis D. Lewk.

State of Oklahoma, Tulsa County, SS

Before me, V. Danway, a Notary Public, in and for said County and State, on this