

and state, on this 3 day of December, 1923, personally appeared Lizzie E. Greenstreet, to me known to be the identical person who executed the within and foregoing instrument in writing 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.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires Aug. 10, 1926.

(SEAL) J. Caskie, Scott, Notary Public

Approved as to form: I. J. Underwood, City Attorney.

Approved as to substance, Charles Schultz, city Engineer.

Filed City of Tulsa, Dec. 21, 1923, 9:00 A.M. Roy Garbett, City Auditor,

Filed for record in Tulsa County, Okla. on Jan. 14, 1924, at 4:40 P.M. recorded in book 471, page 323, Brady Brown, Deputy,

(SEAL) O.C. Weaver, County Clerk

248875 - BH

MORTGAGE OF REAL ESTATE.

COMPALED

This indenture, made this 12th day of January, A.D. 1924, between Dora M. Leusen and Chris Leusen, of Tulsa County, in the State of Oklahoma, of the first part, and Bertha Morris, nee Roach, of Tulsa, County, in the State of Oklahoma, of the second part,

Witnesseth, that said <sup>part in</sup> ~~part~~ of the first ~~part~~ consideration of six hundred dollars (\$600.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second party heirs and assigns, the following described real estate, situated in Tulsa County, State of Oklahoma, to-wit:

All of the east half of the southeast quarter of the northwest quarter, of section numbered four (4) township numbered twenty (20) range numbered thirteen, (13) east, containing twenty acres more or less.

To have and to hold the same, unto the said party of the second part, her 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 party has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: To pay the principal sum of six hundred dollars and to pay the same in installments of \$25.00 per month, the first installment to be paid on February 1st, 1924, and \$25.00 on the first day of each and every month thereafter until the whole sum is paid with interest thereon from maturity at the rate of eight per cent per annum.

Now, if said party 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 party of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead