

I hereby certify that I received \$3.10 and issued
Receipt No. 13640 for the same in payment of mortgage
tax on the within instrument.

Dated this 8 day of Feb. 1924

W. W. Sweeney, County Treasurer

Deputy

250584 - BH

COMPARED

MORTGAGE OF REAL ESTATE.

This indenture made this 1st day of February, A.D. 1924, between Tulsa Bottling Company, a corporation, of Tulsa County, in the State of Oklahoma of the first part, and Israel Baskind, of St. Louis, Missouri, of the second part.

Witnesseth, that said party of the first part in consideration of thirtyfive hundred and no/100 dollars (\$3500.00) the receipt of which is hereby acknowledged, does 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:

The north half of lot five (5) in Block eleven (11)

O.T. Tulsa, Oklahoma, according to the recorded plat thereof,

To have and to hold the same, unto the said party of the second part, ~~his~~ 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: One note for \$3500.00, dated February 1, 1924, due thirtysix months after date, bearing interest at 8 per cent per annum, interest payable semi-annually, which is the principal note, Also six interest notes of the same date for \$140.00 each, numbered one to six, number one being due in six months from date, number two in twelve months from date, and so on until all are paid.

Now, if said party 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 assessed or may be 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, or said consideration does hereby expressly waive an appraisal of said real estate, and all benefit of the homestead exemption and stay laws of the State of Oklahoma,

In witness whereof, the said party of the first part has hereunto set its hand the day and year first above written.

(Corp. Seal) Tulsa Bottling Company,

By L. A. Hurst, Pres.

Attest: Young O. Mitchell, Sec'y.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of February, 1924, personally appeared L. A. Hurst, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My Commission expires Jan 19 - 1926 (SEAL) V. Dunaway, Notary Public.

Filed for record in Tulsa County, Okla. on Feb. 7, 1924, at 9:35 A.M. recorded in book