

executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year last above written.

My commission expires 5-27- 1926

(SEAL)

Frank McKinney, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 20, 1923 at 1:00 o'clock P. M. in Book 482, page 137

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

247175 C.J.

MORTGAGE OF REAL ESTATE.

COMPARED

TRASURER'S ENDORSEMENT

I hereby certify that I received \$12 and issued
13014. in payment of mortgage

Dated this 21 day of Dec. 1923
W. W. BARNETT, COUNTY CLERK

THIS INDENTURE Made this 17th day of October A. D. 1923, between Etherel Haiflich and E. C. Haiflich, her husband of Tulsa County, in the State of Oklahoma, of the first part, and E. C. Scaggs of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, The said part, in consideration of the sum of -----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, situated in Tulsa County, and State of Oklahoma, to-wit:

All of Lot Three (3) in Block Two (2) original town of Collinsville Okla.

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 mortgagors have this day executed and delivered one certain promissory note in writing to said part 5 of the second part, described as follows:

One note of even date for the sum of \$109.30, bearing 10 % interest due and payable December 17th 1923.

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 the 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 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 hand the day and year first above written.

Etherel Haiflich

E. C. Haiflich

STATE OF OKLAHOMA,)
TULSA COUNTY.) ss.

Before me, E. E. Bateman a Notary Public in and for said County and State on this 17th day of October 1923, personally appeared Etherel Haiflich and E. C. Haiflich, her husband to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and