

247301 C.J.

TREASURY RE-ENDORSEMENT
 I hereby re-endorse and issued
 Receipt No. 13130 in payment of mortgage
 tax on the within mortgage.

Dated this 22 day of Dec, 1923
 W. W. Shackey, County Treasurer

Deputy

MORTGAGE OF REAL ESTATE.

COMPARATIVE

This indenture made this 6th day of December A. D.
 1923, between Everett M. Byers of Tulsa County,
 in the State of Oklahoma of the first part and C.O.
 Whitaker of Tulsa, Oklahoma County, in the State of
 Oklahoma, of the Second part.

WITNESSETH, That said party of the first part in consideration of One Hundred
 Dollars, (\$100.00) the receipt of which is hereby acknowledged, do by those presents grant,
 bargain, sell and convey unto said part---- of the second party heirs and assigns, the following
 described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The West Fifty (50) feet of Lots Twenty-One and Twenty-Two in Block One,
 in Buletts Second Addition to the City of Tulsa, Tulsa County,
 Oklahoma according to the recorded plat thereof

This mortgage is given subject to one mortgage in the sum of \$1650.00
 to Oklahoma City Building and Loan Association, of Oklahoma City, Oklahoma,
 Jordan and Sears being the agents in Tulsa, Oklahoma,

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 there-
 unto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that
 whereas said party of first part has this day executed and delivered seven certain promissory
 notes in writing to said party of the second part described as follows:

All seven notes dated at Tulsa, Oklahoma, December 6th, 1923 the
 first six notes being for Fifteen Dollars each, and the seventh note
 being for Ten Dollars. The First note being due January 6th, 1924,
 and each note thereafter being due at intervals of a month each, until 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 notes
 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 part---- of the second part shall be en-
 titled to possession of said premises. And said party of the first part for said considera-
 tion does hereby expressly waive an appraisalment of said real estate and all benefit of the home-
 stead exemption and stay laws of the State of Oklahoma

IN WITNESS WHEREOF the said party of the first part has hereunto set his
 hand the day and year first above written.

Everett M. Byers

STATE OF OKLAHOJA Tulsa County, ss.

Before me the undersigned in and for said County and State on this 6th day of
 December 1923, personally appeared Everett M. Byers 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 use and purposes therein set forth.

My Commission expires Jan. 31, 1927

(SEAL)

Max Halff, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 21, 1923 at 3:50 o'clock P. M.

in Book 482, page 148 By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk