

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 does 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 party of the first part has hereunto set her hand the day and year first above written.

Belva A. Smith

STATE OF OKLAHOMA Tulsa County, ss.

Before me, L. W. Kuntz a Notary Public in and for said County and State on this 4th day of January, 1924, personally appeared Belva A. Smith and ----- to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the use and purposes therein set forth.

My Commission expires Feb 21, 1926 (SEAL) L. W. Kuntz, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 4, 1924, at 4:30 o'clock P. M. in Book 482, page 334

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

248258 C. J. COMPARED

REAL ESTATE MORTGAGE

THIS MORTGAGE WAS PREPARED AND ISSUED
I hereby certify that the same was prepared and issued
on the 13th day of Jan 1924 in payment of mortgage
on the within mortgage.

Dated this 4th day of Jan 1924
W. W. Stuckey, County Treasurer

THIS INDENTURE, Made this 1st day of January A. D. 1924, by and between Dale S. Miles and Emma S. Miles, husband and wife of Tulsa County, State of Oklahoma, of the first part, and H. E. Hanna of the second part, WITNESSETH; That the said parties of the first part, in consideration of the sum of Twenty-four hundred (\$2,400.00) DOLLARS, to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto said party of the second part his heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: The South Twenty-five Feet (25 ft.) of Lot Ten (10) and the North Twenty Feet (20ft) of Lot Eleven (11) in Block Five (5) of Woodward Park Addition to the City of Tulsa according to the recorded plat thereof with the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a Mortgage of record for \$3,500.00 with interest as in said mortgage provided

This grant is intended as a mortgage to secure the payment of the sum of Twenty-four hundred (\$2,400.00) DOLLARS, according to the terms of one certain promissory note, this day executed and delivered by the said parties of the first part to the said party of the second part, described as follows, to-wit:

For the principal sum of Twenty-four hundred dollars payable in monthly installments of \$65.00 together with interest on the unpaid balance of the principal at the rate of 8% per annum, the first installment being due and payable on the first day of February, 1924 and a like installment being due and payable on the first day of each succeeding month and