

249189 C.M.J.

## TREASURER'S ENDORSEMENT MORTGAGE OF REAL ESTATE.

COMPARED

I hereby certify that I received \$12 and issued  
 Receipt 12367 for payment of mortgage  
 on the 18th day of Jan., 1924

W. W. Sackett, County Treasurer

part and S. D. Pickering & Louis D. Lewk of Tulsa County, in the State of Oklahoma, of the  
 Deputy  
 Second part.

WITNESSETH, That said party of the first part in consideration of Six Hundred Fifty and No/100 Dollars, (\$650.00) the receipt of which is hereby acknowledged, does by those presents grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Eleven (11) in Block Thirteen (13), Sub-division of Block Six (6) and Lots One (1), Two (2) and Three (3) in Block Four (4) of Terrace Drive Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof. TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise 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 parties of the second part described as follows:

One note for \$650.00 dated January 14, 1924, bearing interest at 8 per cent per annum, payable at \$50.00 per month.

Now if said party of the first part shall pay or cause to be paid to said parties of the second part their 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 part- 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 appraisement 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 his hand the day and year first above written.

Ethan R. Moulder

STATE OF OKLAHOMA, Tulsa County, ss.

Before me V. Dunaway a Notary Public in and for said County and State on this 14th day of January 1924, personally appeared Ethan R. Moulder, a single man 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 June 19, 1926. (Seal)

V. Dunaway,

Filed for record in Tulsa, Tulsa County, Oklahoma, Jan. 17, 1924, at 1:20 o'clock P.M. and recorded in Book 483, Page 168.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

249191 C.M.J.

## AGREEMENT. COMPARED

THIS INDENTURE, Made and entered into this 15th day of January, 1924, by and between