

254702 M H

MORTGAGE OF REAL ESTATE

This indenture made this 31st day of March A. D. 1924 between H. G. Stetson a single man of Tulsa County, in the State of Oklahoma of the first part and Allen Smith of Tulsa, Okla., County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said party of the first part in consideration of \$2200.00 Twenty Two Hundred & no/100 Dollars, (\$2200.00) the receipt of which is hereby acknowledged, does by those 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:

Beginning at a point in the Southeast Corner, of the Southwest (SW $\frac{1}{4}$) Quarter of the Southwest (SW $\frac{1}{4}$) Quarter of the Northeast (NE $\frac{1}{4}$) Quarter, Thence north at right angle to the right of way of the M. K. & T. R. R. Thence West at right angle along said right of way to a point 540.3 feet: Thence south at right angle to the half section line: Thence east along half section line 504 feet to the point of beginning, all in Section Four (4) Township Nineteen (19) North, Range Twelve (12) east containing 5 acres more or less.

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 any wise appertaining, forever.

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

One Note for \$400. Four Hundred Dollars Dated March 31st, 1924, and due One or before March 31st 1927

One Note for \$1800, Eighteen Hundred Dollars, dated March 31st, 1924 and due on or before March 31st, 1927, Both of above notes to bear interest from date at the rate of Eight per cent per annum from date payable annually.

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 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 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 his hand the day and year first above written.

H. G. Stetson

STATE OF OKLAHOMA, TULSA COUNTY, SS.

BEFORE me, Russ L. Grant a Notary Public in and for said County and State on this 31st day of March 1924, personally appeared and H. G. Stetson 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 uses and purposes therein set forth.

My Commission expires June 18th 1925, (Seal) Russ L. Grant, Notary Public

Filed for record in Tulsa, Tulsa County, Oklahoma on April 1, 1924 at 10.30 o'clock A. M. in

Book 485 page 202

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