

COMPARED

Lots Twenty-five (25) and Twenty-six (26) in Block Two (2) in Park Dale Addition, to the City of Tulsa, according to the recorded plat thereof.

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 R. B. Merriott has this day executed and delivered one certain promissory note in writing to said party of the second part described as follows:

Part purchase price note, dated at Tulsa, Oklahoma, May 19th., 1924, wherein the said R. B. Merriott, promised and agreed to pay to the said D. E. Merriott, the sum of \$2,500.00, payable in installments as follows, viz: \$50.00 in one month after date; \$50.00 in two months after date; \$50.00 in three months after date; \$50.00 in four months after date; \$50.00 in five months after date; \$50.00 in six months after date; \$50.00 in seven months after date; \$50.00 in eight months after date; \$50.00 in nine months after date; \$50.00 in ten months after date; \$50.00 in eleven months after date; and \$1,450.00 in twelve months after date, together with eight per cent interest on each installment at the maturity, providing for attorney fees in sum of \$10.00 and ten per cent, and usual waiver of demand of payment et c.

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 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 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.

It is understood by and between the parties that this mortgage is subject to a mortgage in the sum of \$1000.00.

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

R. B. Merriott

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 20th day of May, 1924, personally appeared R. B. Merriott and 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 December 20, 1927

(SEAL)

J. E. Ingersoll, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 20, 1924 at 1:30 o'clock P. M. in Book 488, page 173

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk