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257866 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received of 30 and issued
 Receipt No. 4872 for the payment of mortgage
 taken on the within mortgage.

Dated this 12 day of May, 1924

W. W. Smiley, County Treasurer

Deputy

MORTGAGE OF REAL ESTATE.

COMPARED

This indenture made this 10th day of May A. D. , 1924,
 between GUY W. SETTLE & GRACE H. SETTLE, his wife of
 Tulsa County, in the State of Oklahoma of the first
 part and Mrs. Nell McQuigg of Tulsa County, in the
 State of Oklahoma, of the Second party,

WITNESSETH, That said parties of the first part in consideration of Twenty Five
 Hundred and no/100 Dollars (\$2500.00) the receipt of which is hereby acknowledged, do by
 those presents grant, bargain, sell and convey unto said party of the second part her heirs
 and assigns, the following described Real Estate, situated in Tulsa County, and State of
 Oklahoma, to-wit:

Lot Seventeen (17), Block six (6), in East Lawn Addition to Tulsa,
 Oklahoma, according to the recorded Plat thereof as filed for record in
 the office of the County Clerk in and for Tulsa County, Oklahoma.

This lot is sold for residence purposes only and the minimum cost of
 such dwelling shall be ThirtyFive Hundred (\$3500.00) Dollars when completed
 and no part of such dwelling shall be nearer the front lot line than thirty
 five (35) feet.

It is agreed that this lot shall never be occupied by or sold to a negro.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her heirs and
 assigns, together with all and singular the tenements, hereditaments thereunto belonging, or
 in any wise appertaining, forever.

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

One note for \$2500.00 , dated May 10, 1924, due thirty six months after date,
 bearing interest at 10 per cent per annum, payable semi-annually.

Now if said parties of the first part shall pay or cause to be paid to said party
 of the second part her heirs or assigns, said sum of money in the above described note mention-
 ed 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 be-
 come due and payable and said party of the second part shall be entitled to possession of
 said premises. And said parties of the first part for said consideration do hereby express-
 ly 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 parties of the first part have hereunto set their hands
 the day and year first above written.

Guy W. Settle

Grace H. Settle

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Forrest C. Welch, Notary Public in and for said County and State on
 this 10th day of May, 1924, personally appeared Guy W. Settle and Grace H. Settle his wife
 to me known to be the identical persons who executed the within and foregoing instrument,
 and acknowledged to me that they executed the same as their free and voluntary act and deed
 for the use and purposes therein set forth.