

thereunto belonging, or in any wise appertaining, forever.

488 PROVIDED, ALWAYS, And these presents are upon this ^{COMPALED} express condition that whereas said First parties have this day executed and delivered a certain promissory note in writing to said party of the second part described as follows:

One note in the sum of \$498.70 payable at the rate of \$20.00 per month with 8% interest.

This mortgage is subject to 1 first mortgage with Home S. & L. Assn of Bartlesville, Okla. in the sum of \$7000.00 payable at the rate of \$109.20 per month

Now if said parties 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 parties of the first part for said consideration do 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 parties of the first part have hereunto set their hands the day and year first above written.

Harriet Miller Geissler

Paul C. Geissler

STATE OF OKLAHOMA Tulsa County, ss.

Before me C. W. Allan a Notary Public in and for said County and State on this 7th day of March, 1924, personally appeared Harriet Miller Geissler and Paul C. Geissler, her husband 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.

My commission expires Aug. 14th, 1926

(SEAL)

In Seal
C. W. Allan, Notary Public

ASSIGNMENT

Know All Men By These Presents;

That Harry Montague of Tulsa County in the State of Oklahoma, the within-named mortgagee in consideration of the sum of One dollar and other good and valuable considerations Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Exchange Trust Company its successors and assigns, the within mortgage deed, the real estate conveyed, and the promissory note debts and claims thereby secured, and covenants therein contained.

To have and to hold the same, forever, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgage has hereunto set his hand this 9th day of May, 1924.

STATE OF OKLAHOMA, Tulsa County, Okla.

Before me, Harry Montague the undersigned Notary Public in and for said County and State on this 9th day of May, 1924 personally appeared Harry Montague, to me known to be the identical person who subscribed the above assignment 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.