

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

Toby Hankins

Hattie May Hankins

STATE OF OKLAHOMA, Tulsa County, ss.

Before me W. P. Nelson, Notary Public in and for said county and State on this 12th day of May 1924, personally appeared Toby Hankins and Hattie May Hankins, 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.

My commission expires April 11, 1925 (SEAL) W. P. Nelson, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, May 14, 1924 at 10:00 o'clock A. M. in Book 488, page 93

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

258151 OKLAHOMA FIRST MORTGAGE

I hereby certify that the within and foregoing instrument was duly acknowledged before me on this 12th day of May 1924, at Tulsa, Oklahoma, by Toby Hankins and Hattie May Hankins, 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.

W. P. Nelson, Notary Public
Brady Brown, Deputy

KNOW ALL MEN BY THESE PRESENTS:

THAT GERALD F. O'BRIEN, a single man, of Tulsa County, in the State of Oklahoma, party of the first part, have mortgaged and hereby mortgage to ALVA J. NILES of Tulsa County, Oklahoma, party of the second part, the following

described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit:

All of Lots Three (3) and Four (4), in Block One (1),

Valley View Addition to the City of Tulsa, according to the recorded plat thereof

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This Mortgage is given to secure the principal sum of Thirty-Five Hundred (\$3500.00) DOLLARS, with interest thereon at the rate of eight per cent. per annum, payable semi-annually from May 1, 1924, according to the terms of four (4) certain promissory notes, described as follows, to-wit: executed by the makers

----- hereof, of even date herewith three of said notes being due and payable as follows:
(or before) (May 1, 1925)
\$500.00 on May 1, 1926 & May 1, 1927)
and \$2000.00 on May 1 or before) First, 1928, to the order of the second party, with interest thereon at the rate of eight per centum per annum until due, and at the rate of ten per centum per annum after due.

The interest before maturity is further evidenced by sundry coupons attached