

#264485 LLJ

MORTGAGE OF REAL ESTATE

THIS INDENTURE MADE this 16th day of July, A. D., 1924, between D. R. Dingle and Pansy Dingle his wife of Tulsa County, in the State of Oklahoma of the first part and W. M. Gilmore of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Four hundred Dollars (\$400.00) the receipt of which is hereby acknowledged, do by these 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:

All of Lot 4, in Block 4, East Highland 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 where as said parties of the first part have this day executed and delivered 16 certain promissory notes in writing to said party of the second part described as follows:

One note for \$25.00 due Aug. 16th, 1924 with interest from date at 8% and one note for \$25.00 bearing interest from date at 8% and due Sept. 16th and 14 notes each for \$25.00 and interest at 8% and payable on the 16th of each and every consecutive month until the entire amount of \$400.00 and interest is paid,

Subject to a loan of record of \$2200, in favor of the Wm. Vance Estate.

Now is 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 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 of 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 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 parties of the first part have hereunto set their hands the day and year first above written.

D. R. Dingle,

Pansy Dingle

State of Oklahoma Tulsa County, ss.

Before me, Mrs. M. W. Nickel in and for said County and State on this 22nd day of July, 1924, personally appeared D. R. Dingle 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.

Mrs. M. W. Nickel

My Commission expires October 21st, 1926 (SEAL)

STATE OF KANSAS; WOODSON COUNTY, SS.

Before me, L R Wallace, a Notary Public in and for said County and State on this 24th day of July, 1924, personally appeared Pansy Dingle to me known to be the identical person who