

m#289697-CW.

MORTGAGE OF REAL ESTATE

This indenture made this 5th day of June A. D. 1925, between C. E. Lacy, and M. L. Lacy, his wife, Tulsa County, in the State of Oklahoma of the first part and M. M. Holmes, of Tulsa County in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Two Thousand and No/100 Dollars, (\$2000.00) the receipt of which is hereby acknowledged, do by those 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 Three (3) in Block Four (4) Midway Addition to the City of Tulsa, Oklahoma, 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 anywise appertaining, forever.

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

Ten notes of even date, each note for \$200.00, the first note due on December 4th, 1925, and one note due on the 4th day of June and December of each succeeding year until the full amount has been paid, the last note being due on June 4th 1930.

(This mortgage is subject to a mortgage Dated June 1st, 1925 Given by C. E. Lacy and wife, to Sapulpa Building and Loan Association for (\$3500.00)

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 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 part 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.

STATE OF OKLAHOMA, TULSA COUNTY, SS.

C. E. Lacy,

M. L. Lacy.

Before me, a Notary Public in and for said County and State, on this 5th day of June, 1925, personally appeared C. E. Lacy and M. L. Lacy, 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 uses and purposes therein set forth.

My commission expires Sept. 21, 1927.

(Seal)

James Bowen, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on June 5th, 1925 at 4:40 P. M. o'clock

Recorded in Book 494, Page 599.
By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.