

265168 C.J.

MORTGAGE OF REAL ESTATE.

THE UNDERSIGNED
 16/83
 15 August 4
 G.M.

This indenture made this 2nd. day of August A. D., 1924, between W. L. Hawkins & Susie Hawkins, his wife of Tulsa County, in the State of Oklahoma of the first part and B. A. Reynolds 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 and Seventy Five & No/100 Dollars, (\$475.00) the receipt of which is hereby acknowledged, does 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 Thirty (30) in Block Twelve (12) Meadow Brook Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

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 and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, and these presents are upon this express condition that whereas said W. L. Hawkins & Susie Hawkins his wife have this day executed and delivered 19 certain promissory notes in writing to said party of the second part described as follows:

Nineteen (19) Notes for the sum of \$25.00 each one due Sept 2nd. 1924 and one due on the 2nd. day of each and every month thereafter until all of such notes are paid. All dated August 2nd. 1924 and payable to order of B. A. Reynolds, at The Security National Bank of Tulsa, Tulsa, Oklahoma. All notes bearing 8% interest from date 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 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 parties of the first part for said consideration do hereby expressly waive an appraisement 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.

W. L. Hawkins
 Susie Hawkins

STATE OF OKLAHOMA Tulsa County, ss.

Before me W. H. Hull a Notary Public in and for said County and State on this 2nd. day of August, 1924, personally appeared W. L. Hawkins and Susie Hawkins 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 Sept. 7th, 1925 (SEAL) W. H. Hull

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 14, 1924 at 8:00 o'clock A. M. in Book 494, page 80 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk