THEALTH TRUE TO TO A SPENIETT city that I received \$114 and latter I hereby could that I executed \$1.14 and latter Receipt No. 16.900 the act in payment of more

Dural this 15 con or Out 102 4 W. W Smithey, County Transucer & M.

IN WITHESS WHIREOF, The said party of the first part has hereunto set his hand the day end year first above written. 'STATE OF OXLAHO!'A,) W. W. Prazier.

TULSA COUNTY,

Before me, Arden E. Ross, a Notary Public in and for said County and State on this 15th day of October, 1924, personally appeared W. W. Frazicr to me known to be the identical person who executed whe within and foregoing instrument, 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. My commission expires Jan 2, 1927. (Seal) Arden E. Ross, Notery Public.

Filed for record in Tulsa County, Tulsa Oklahoma on October 15, 1924 at 3:00 P. M. o'clock recorded in book 496, page 522. By Brady Brown, Deputy. O. G. Weaver, County Clork. (Seal)

269693-0W. 🗸

THIS INDEPTURE, Made this 14th day of October, A. D. 1924, between W. W. Frazier, a single man, of Tulsa County, in the State of Oklahoma, of the first part, and Charles Schultz, of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of Seven Hundred Sixteen and 67/100 (\$716.67) ---- DOLLARS, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described Real Estate situate in Tulsa County, and State of Oklahoma, to-wit: The North Forty-Six and 93/100 (46.93) feet of Lots 1 and 2 in Block 3 of the Subdivision of Blocks 2, 3 and 7 in Terrace Drive Addition to the City of Tulsa, Tulsa County, Offiahoma, 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, to other 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. W. Frazier has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows: Dated October 14, 1924, for \$716.67 with interest at the rate of 8 per cent per annum from date, due and payable 9 months from date, and providing for attorney's fees if note not paid when due and is collected by an attorney or by suit, in the amount of \$100.00, which attorney's fees are also secured

by this mortgage. 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 note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharge 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 now raid when the same are by law made due and rayable, the whole of said sumor sums, and interest thereon, shall then become due and payable, and said party of the second part shall be ontitled to the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisement of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahama.

IN WITHESS WHEREOF, The said party of the first part has hereunto set his hand the day end year first above written. W. W. Frazier,