

COMPARISON

MORTGAGE.

This Indenture, made this 26th day of May A.D. 1910, between T. J. McManus (single), M.M. Shaver (single) and A. J. McCartney and Hattie McCartney, his wife, all of Tulsa Tulsa County, State of Oklahoma, of the first part, and A.B. Shawver and W. J. Stewart of Grimes, Iowa, parties of the second part:

WITNESSETH: That said parties of the first part, in consideration of thirty-seven Hundred, Fifty and No/100 dollars (\$3750) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, the following described Real estate situated in Tulsa County, State of Oklahoma, to-wit:

Part of lots three (3) and four (4) in Block No. One hundred and eight (108) of the original town of Tulsa, Oklahoma, according to the official plat and survey thereof, more particularly described as follows,: Beginning at a point ninety (90) feet westerly from the southeast corner of Lot 4 in Block 108, and running in a northerly direction on a line drawn parallel with the east line of the alley through said Block 108 a distance of Ninety (90) feet; thence running in a westerly direction on a line drawn parallel with the lot line between Lots 3 and 4 a distance of Fifty (50) feet to the alley; thence running in a southerly direction along the alley a distance of ninety (90) feet to the southeast ^{next} corner of lot 4 in Block 108; thence running in an easterly direction along the south line of said lot 4 a distance of fifty (50) feet to the place of beginning. The same having a frontage of fifty (50) feet on East Third Street south, and a uniform depth of Ninety (90) feet adjoining the alley through said block 108.

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part their 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 expressed condition that whereas said first parties have this day executed and delivered one certain promissory note in writing to the said parties of the second part, described as follows: One note for Thirty-seven Hundred, fifty and No/100 dollars (\$3750) dated May 26th, 1910, and due May 26th, 1911; the same to bear interest at the rate of 8 per cent per annum from date.

Now, if said parties of the first part shall pay or cause to be paid to the said parties of the second part their heirs or assigns said sum of money described in the note above, 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 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 are or may be assessed and levied against said premises or any part thereof are not paid when the same are made bylaw, due and payable, the whole of the sum or sums, and interest thereon, shall then become due and payable, and said parties of the second part shall be entitled to the possession of said premises, And the 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 mentioned.

A. J. McCartney (seal)
Hattie McCartney (seal)

T. J. McManus (seal)
M.M. Shaver (seal)