

strument, 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.

Witness my hand and seal the day and year above written.

My commission expires May 15, 1920 (SEAL) George James, Notary Public
State of Oklahoma)
County of Okmulgee) ss.

Before me, George James, a Notary Public in and for the above County and State on this 8, day of June 1918 personally appeared Frances E. Young, nee Perryman and Fred D. Young, her husband, to me known to be the identical persons who executed the within and foregoing instrument and they acknowledged to me that they executed the same of their own free will and as their free and voluntary act and deed for the uses and purposes therein set forth, and I hereby so certify.

My commission expires May 15, 1920 (SEAL) George James, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, June 10, 1918 at 3:00 o'clock P. M.
in Book 247, page 264

By Lewis Cline, County Clerk (SEAL) O. G. Weaver, Deputy

Filed for record in Tulsa County, Tulsa Oklahoma, Sep. 5, 1922 at 10:55 o'clock A.M.
in Book 417, page 139

By F. Delman, Deputy (SEAL) O. D. Lawson, County clerk

207982 C. J.

COMPARED

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 170 and issued
Receipt No. 4626 therefor in payment of mortgage
tax on the within mortgage.

Dated this 5 day of Sept 1922

WAYNE L. DICKEY, County Treasurer

W. L. Dickey
Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That E. R. Wells and Ruth E. Wells, his wife, of Tulsa county, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Ella B. Jergesen, party of the second part, the follow-

ing described premises, situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Ten (10) in Block Nine (9) in Forest Park Addition to the City of Tulsa, according to the re-amended plat thereof,

with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the payment or the principal sum of one Thousand seven Hundred and no/100 Dollars, (\$1,700.00) with interest thereon at the rate of 8% per annum, according to the terms and at the time and in the manner provided by sixty eight (68) certain promissory notes of even date herewith, given and signed by E. R. Wells, and payable to the order of the mortgagee herein at Tulsa, Oklahoma, the first of which said notes falls due on the 5th day of October, 1922, and one note thereafter each month until the entire issue is paid.

It is expressly agreed and understood by and between the parties hereto, that this mortgage is a second lien upon the premises above described and that it shall at all times remain as a second mortgage and that if at any time before the payment of this mortgage the prior mortgage now upon the premises is paid off that the owners of the fee may have the privilege of re-mortgaging the premises to the extent of one thousand Dollars (\$1,000.00) and that the mortgagee herein expressly waives the right to claim or assert the privilege of this second mortgage becoming a first mortgage, it being the understanding and agreement by the parties hereto that there may at all times during the life of this mortgage be maintained by the owners of the fee a prior mortgage on said premises to the extent of the principal sum of one thousand and no/100 dollars