

to be the identical person who executed the above 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.

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

My commission expires Oct. 11, 1925. (SEAL) F. B. Jordan, Notary Public.

Filed for record in Tulsa County Okla. On Oct. 10, 1922, at 1:00 P.M. and duly recorded in book 428 - page 408, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

210847 - BH

REAL ESTATE MORTGAGE

This indenture, made this 3rd day of October, A.D. 1922, between Mary Rankin, a single woman, of Tulsa, County, in the State of Oklahoma, of the first part, and Alex Baumber of Sand Springs, Tulsa County, Okla. of the second part.

WITNESSETH: The said party of the first part, in consideration of the sum of 350.00 - three hundred fifty and no/100 dollars,- the receipt whereof is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all the following described real estate, situated in Sand Springs, County of Tulsa, and State of Oklahoma, to-wit:

The east fifty feet of lots 23 and 24 in block 43.

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 Mary Rankin has this day executed and delivered 14 certain promissory notes in writing to said party of the second part, described as follows:

Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14

For twenty five dollars each, bearing 8% interest from

date. First note due November first, 1922, #2 due Dec.

1922, No. 3, due Jan. first, 1922, #4, due Feb. 1, 1922, #5

due March 1, 1922, #6 due April 1, 1922, #7 due May, 1922.

#8 due June 1, 1922, #9 due July 1, 1922, #10 due Aug. 1,

1922, #11 due Sept. 1, 1922, #12 due Oct. 1, 1922, #13 due

Nov. 1, 1922, #14 due Dec. 1, 1922.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part his heirs and 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. And said mortgagor agrees that she will, until said debt is paid, keep said premises insured to the amount of ---- dollars for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee. If said sum or sums or money, mentioned herein, 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 the 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 first part for said consideration does hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma, And the mortgagor agrees that if suit is brought to