

In testimony whereof we sign, this the 9th day of Sept. 1922.

Buck H. Wells.

State of Okla.)
County of Creek) SS

Before me, the undersigned a notary public, in and for said county and state on this 9th day of Sept. 1922, personally appeared Buck H. Wells to me known to be the identical person who executed the 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.

Given under my hand and seal the day and year last above written.

My commission expires Dec. 14th, 1922.

(SEAL) Jno. J. Sisson, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 6, 1922, at 8:00 A.M. and duly recorded in book 431, page 74, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

216180 - BH

REAL ESTATE MORTGAGE.

For the consideration of twenty five hundred (\$2500.00) dollars, Artimesia Wyatt and U. V. Wyatt, her husband of Cass County, State of Missouri, first parties, hereby mortgage and convey to The Board of Finance, St. Louis, Missouri, second party, the following real estate, situate in Tulsa County, State of Oklahoma, described as follows, to-wit:

The westerly twenty five (25) feet of lot nine (9) in block seventy three (73) in the City of Tulsa, Oklahoma, as shown by the recorded plat thereof, together with all rents and profits therefrom and all improvements and appurtenances now or hereafter in any wise belonging thereto, and the said first parties hereby warrant the title thereto against all persons whomsoever.

This conveyance to be void upon condition that said first parties shall pay said second parties, successors or assigns, the sum of twenty five hundred (\$2500.00) dollars, with interest thereon at the rate of seven per cent per annum until maturity and at ten per cent per annum after maturity, said interest to be paid semi-annually, principal and interest payable at the office of said second party in Oklahoma City, Oklahoma, according to the conditions of the one promissory note of the said first parties made and delivered unto the said second party of even date herewith. Due five years. The said first parties shall not commit or suffer waste, shall pay all taxes and assessments upon said property, to whomsoever assesses, including personal taxes, before delinquent, shall keep the buildings insured to the satisfaction of said second party for at least twenty five hundred (\$2500.00) dollars, delivering all policies and renewal receipts so said second party, and upon the satisfaction of this mortgage, will accept from the mortgage, a duly executed release to the same, have it recorded and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt hereby secured to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. And in case of default, said second party may take immediate possession of said premises; and if suit is commenced to foreclose this mortgage, the said second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and the period of redemption from sale thereunder, accounting to the mortgagor for the net income, only, applying the same in payment of any part of the debt secured, hereby, remaining unpaid.