

grant, bargain, sell, and convey unto said parties of the second part, their heirs and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot eight (8) block three (3) Liberty addition  
to the City of Tulsa, Tulsa County, State of  
Oklahoma, according to the recorded plat thereof,

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining forever.

Provided, always, and these presents are upon the express condition, that whereas the said Mary Fretwell grantor has executed and delivered her certain promissory note dated Jan. 9, 1923, to said parties of the second part, for sixty seven dollars (\$67.00) due on demand with interest at the rate of 10% per centum, payable annually.

And the first party agrees to keep the buildings insured for \$---.

In case that papers for foreclosure are filed, the first party agrees to pay a reasonable attorney fee.

Now, if the said party 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 in the above described note, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged 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, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note, or the debt secured thereby, or if the insurance is not paid, the second party may pay the same and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear ten (10) per cent interest per annum, and said parties of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby waive (or) not waive appraisalment, of the option of the said second parties, their heirs and assigns.

In witness whereof, the said party of the first part has hereunto set her hand the day and year first above written.

Witness: Sarah Anding.

Mary (her X mark) Fretwell,

State of Oklahoma)

County of Tulsa ) SS

Before me, the undersigned a Notary Public, in and for said County and State, on this 9th day of January, 1923, personally appeared Mary Fretwell, single person to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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 Sept 11th. 1923. (SEAL) A. L. Harbison, Notary Public.  
Filed for record in Tulsa County, Okla. on Jan 11, 1923, at 1:00 P.M. and duly  
recorded in book 432, page 234, by Brady Brown, Deputy, (SEAL) O.G. Weaver,  
County Clerk.