

first part, and John Brown, of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of Five Thousand (\$5,000.00) Dollars the receipt of which is hereby acknowledged, do by 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, situate in Tulsa County, and State of Oklahoma, to-wit:

The Northeast quarter of Section 22, Township 17 North, Range 14 East, containing 160 acres, more or less,

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 belonging, or in anywise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Perry McKay and Gusta McKay, have this executed and delivered their certain promissory note in writing to said party of the second part, described as follows: Dated February 1923, for \$5,000.00, due five years after date and bearing interest at 8 per cent. per annum, payable semi-annually from date until paid.

It is hereby expressly agreed that as often as any proceeding is taken to foreclose this mortgage said parties of the first part shall pay said party of the second part, his heirs, executors, successors or assigns, a sum equal to Ten Dollars and ten per cent of the total amount due on said note and this mortgage, as attorney's fee for such foreclosure in addition to all other legal costs.

Now, If the said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described note 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. But if said sum or 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, 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 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 written.

Perry McKay

Gusta McKay

STATE OF OKLAHOMA, Tulsa County, ss.

Before me Mabel Schuermeyer, a Notary Public in and for said County, and State on this 12th day of February 1923, personally appeared Perry McKay and Gusta McKay to me known to be the identical persons who executed the within and foregoing instrument, 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.

My commission expires March 2, 1925. (Seal)

Mabel Schuermeyer, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 12, 1923, at 4:00 o'clock P.M. and recorded in Book 435, Page 179.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.