

belonging, or in anywise appertaining, forever;

PROVIDED, however, and always, and these presents are upon the express condition that,

WHEREAS, the said J. W. Williams, has this ^{day} executed and delivered his thirteen certain promissory notes in writing to the said party of the second part, described as follows, to-wit:

One for \$400.00 payable July 10th, 1923; one for \$400.00 payable July 10th, 1924; one for \$400.00 payable Jan'y 10th, 1925; one for \$400.00, payable July 10th, 1925; one for \$400.00 payable Jan'y 10th, 1926; one for \$400.00 payable July 10th, 1926; one for \$400.00 payable Jan'y. 10th, 1927; one for \$400.00 payable July 10th, 1927; one for \$400.00 payable Jan'y. 10th, 1928; one for \$400.00 payable July 10th, 1928; one for \$400.00 payable Jan'y. 10th, 1929; one for \$250.00; payable July 10th, 1929, all notes bearing interest at the rate of 8% per annum from date, and another of the same series for the sum of \$389.50 bearing the same interest rate. and

WHEREAS, it is agreed that the giving of said notes by the said J. W. Williams, and the execution of this mortgage by the said J. W. Williams, and his wife, Loula T. Williams shall in no way bind the separate estate of the said Loula T. Williams, and that said Loula T. Williams joins in this conveyance only and solely for the purpose of efficiently conveying the security.

NOW, THEREFORE, if the maker of the said notes, the said J. W. Williams, shall pay or cause to be paid to the said party of the second part, his heirs or 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; 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 taxes and assessments of every nature, which are or may be levied and assessed 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 become due and payable, and said party of the second part shall be entitled to the possession of the said premises. And the said parties of the first part do hereby expressly waive the appraisalment of said real estate, and all benefit of the homestead and exemption and stay laws of the State of Oklahoma.

And further, this mortgage is made subject to the lien of two certain mortgages now outstanding, one made by Harry Muskowitz and wife to William Vance, Trustee, for the sum of \$3,500.00 principal, dated June 30th 1922, due July 1st, 1925, and another made by Harry Muskowitz and wife to Ben Muskowitz, for the sum of \$1,500.00 principal, dated August 12th, 1922, payable in installments.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

J. W. Williams

Loula T. Williams,
Parties of the First Part.

STATE OF OKLAHOMA,)
COUNTY OF TULSA.)

Before me, the undersigned, Notary Public in and for said County and State, on this 10th day of January 1923, personally appeared J. W. Williams, and his wife, Loula T. Williams, to me known to be the identical persons who executed the within and foregoing instrument, and each acknowledged to me that he executed the same as his own free and voluntary act and deed for the uses and purposes therein set forth.