

the event of default of payment by lessor, and be subrogated to the rights of the holder hereof.

In testimony whereof we sign, this the 5th day of March, 1923.

Witnesses:

Lena N. Steele, now Mears,
Frank Mears.

State of Oklahoma)

SS

County of Lincoln) Before me, the undersigned, a Notary Public, in and for said County and State on this fifth day of March, 1923 personally appeared Lena N. Steele now Mears and Frank Mears, her husband, 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.

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

(SEAL) C. J. Allen, Notary Public.

My commission expires July 26th, 1923.

Filed for record in Tulsa County, Okla. on March 24, 1923, at 8:40 A.M. and duly recorded in book 445, page 328, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

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REAL ESTATE MORTGAGE.

This indenture, made this twenty third day of Mar. A.D. 1923, between A. D. Wainwright, Treasurer of Tulsa County, in the State of Oklahoma, of the second part, and The West Tulsa State Bank, of Tulsa County, in the State of Oklahoma, of the first part, and Eunice Miller (his wife) of the first part, and The West Tulsa State Bank, of Tulsa County, in the State of Oklahoma, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of two hundred twenty five and no/100 dollars, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, its heirs and assigns, all of the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lot four (4) in Block seven (7) in Garden City
Tulsa County, State of Okla, as per the recorded
plat thereof

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

Provided always, and these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered nine certain promissory notes in writing to said party of the second part, for the total sum of \$225.00 more fully described as follows:

One note for \$25.00	dated Mar. 23rd, 1923,	Due Apr. 21st, 1923.
" " " 25.00	" " " "	Due May 21 1923
" " " 25.00	" " " "	Due June 21 1923
" " " 25.00	" " " "	Due Jul. 21 1923
" " " 25.00	" " " "	Due Aug. 21 1923.
" " " 25.00	" " " "	Due Sep. 21, 1923.
" " " 25.00	" " " "	Due Oct. 21 1923
" " " 25.00	" " " "	Due Nov. 21, 1923.
" " " 25.00	" " " "	Due Dec. 21, 1923.

All of said notes to draw interest from Mar. 23d, 1923, at the rate of ten per cent each note carries an attorney fees clause of \$15.00. All of said notes are payable