

contract, and hereby retains the right to remove said improvements at the expiration of this contract.

John Byrd, Party of the first part,

Gid Graham, Party of the second part.

State of Oklahoma)
County of Muskogee) SS
Before me, *Walter* R. Pearson, a Notary Public, in and for Muskogee County, State of Oklahoma, on this 5th day of March, 1924, personally appeared John Byrd, to me known to be the 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 purposes therein set forth.

Witness my hand and seal the day and year set forth,

(SEAL) *Walter* R. Pearson, Notary Public.

My commission expires March 23, 1927.

Filed for record in Tulsa County, Okla. on March 10, 1924, at 10:30 A.M. and recorded in book 448, page 239, Brady Brown, Deputy,

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

253080 - BH

MORTGAGE OF
REAL ESTATE.

This indenture, made and entered into this 5th day of March, 1924, between *W. J. Kirkwood and Maude M. Kirkwood, his wife, of Tulsa County, in the State of Oklahoma,* party of the first part, and *C. W. Kirkwood, of Tulsa County, State of Oklahoma,* party of the second part.

Witnesseth; that said parties of the first part, in consideration of the sum of one thousand, \$1,000.00 dollars, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate; lying, situate and being in the county of Tulsa, State of Oklahoma, to-wit:

Lot eighteen (18) in block two (2) Hudson
addition to the City of Tulsa, Oklahoma,
according to the recorded plat thereof,

This is a second mortgage subject to a first mortgage in favor of Gum Brothers of which there is a balance due of \$ 2800.00

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

This conveyance, however, is intended as a mortgage to secure the payment of one promissory note in writing this day executed and delivered to said second party by said first parties, one for \$1000.00, due six months after date with interest as in said note provided, payable at The Exchange National Bank of Tulsa, Tulsa County, State of Oklahoma, with interest from - - - at the rate of - - - per cent per annum, payable annually, and providing for the payment of ten dollars and ten per cent additional, as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first parties hereby covenant that they the owners in fee simple of said premises and that the same are free and clear of all encumbrances; That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part-- agree to insure the buildings on said premises in the sum of \$ 5 - for the benefit of the mortgages, its