

in Tulsa County, State of Oklahoma.

D. C. Bryan.

State of Oklahoma }
Tulsa County } SS

Before me, Don P. Moroney, Notary Public, in and for said County and State, on this 15th day of March, 1924, personally appeared D. C. Bryan, to me known to be the identical 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 uses and purposes therein set forth.

Witness my hand and official seal, the day and year above set forth.

(SEAL) Don P. Moroney, Notary Public.

My commission expires Oct. 15, 1924.

Filed for record in Tulsa County, Okla. on March 17, 1924, at 4:55, recorded in book 448, page 314, Brady Brown, Deputy.

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

253693 - BH

REAL ESTATE MORTGAGE.

This indenture, made this 19th day of Feb. 1924, A.D. between Lizzie Carter and John Johnson, of Tulsa County, in the State of Oklahoma, of the first part, and Ben C. Axley, of Tulsa County, of the second part,

Witnesseth, the said party of the first part, in consideration of the sum of six hundred fifty ^{and no/100} dollars, the receipt whereof 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, situated in the County of Tulsa, and State of Oklahoma, to-wit:

Lot fourteen (14) in Block six (6) south side
addition to Sand Springs, Oklahoma.

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 thereunto belonging, or in anywise appertaining, forever.

Provided, always, and these presents are upon this express condition, that whereas said Lizzie Carter and John Johnson has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows, to-wit: Dated 2/19/1924, due six months from date, int. 10% from date.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs and 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. And said mortgagor agree that they will, until said debt is paid, keep said premises insured to the amount of \$2000.00 dollars for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee. If said sum or sums of money, mentioned, herein, 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 parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. And the