

that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal on the date above mentioned.

(SEAL) J.P. Byrd, Jr., Notary Public,

My commission expires on the 28 day of Nov. 1925.

Filed for record in Tulsa County, Okla. on April 4, 1924, at 4:40 P.M. recorded in book 448, page 451, Brady Brown, Deputy,

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

254984 - BH

REAL ESTATE MORTGAGE.

This indenture, made this 2nd day of April, 1924, between Mrs. Anna Brooks and Dave Brooks, her husband, of Cherokee County, State of Kansas, of the first part, and Louis Price, of Cherokee County, State of Kansas, of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of two thousand and no/100 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 of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

All of lots twenty three (23) and twenty four (24) in Block 4361, 50
eight (8) in the Addo addition to the City of Tulsa, Oklahoma, 4
as per recorded map and plat thereof, *april 4*
S.B.

This mortgage is given subject to a first and prior mortgage on the above described premises to the Tulsa Building and Loan Association of Tulsa, Oklahoma, in the original amount of \$2500.00.

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

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date, herewith, one for \$2000.00, due April 1, 1926, made to Louis Price, payable at Galena, Kansas, with eight per cent interest per annum, from date payable annually and ten per cent additional as attorney's fees in case of legal proceedings to collect the same.

Now if said parties of the first part 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 note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents 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 or 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, then the whole of said sum or sums, and interest thereon, shall by these presents become due and payable and said party of the second part shall be entitled to possession of said premises. Said first parties expressly waives notice of election to declare the whole debt due as above stated, and also the benefit of stay, valuation or appraisal laws.

In witness whereof, the said parties of the first part have set their hands and seals the day and year first above written.

Mrs. Anna Brooks,
D. Brooks.