

laws of the State of Oklahoma, and appraisement of said real estate is hereby waived or not at the option of the party of the second part.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

In testimony whereof, the said parties of the first part hereunto subscribed their names on the day and year first above mentioned.

Ethel Jones, nee Nave,  
Leroy Jones.

Executed and delivered in the presence of R. B. Beard.

State of Oklahoma )  
County of Muskogee ) SS  
Before me, R. B. Beard, a Notary Public, in and for said County and State, on this first day of April, 1924, personally appeared Ethel Jones, nee Nave, and Leroy Jones, wife and 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.

Witness my hand and official seal.

(SEAL) R. B. Beard, Notary Public.

My commission expires April 2nd, 1924.

Filed for record in Tulsa County, Okla. on April 9, 1924, at 4:00 P.M. recorded in book 448, page 487, Brady Brown, Deputy.

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

255379 - BH

#### SECOND MORTGAGE.

Know all men by these presents: That Ethel Jones, nee Nave, and Leroy Jones, wife and husband, of Muskogee, <sup>County</sup> Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The Atkinson, Warren & Henley Company a corporation, of Oklahoma City, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Southwest quarter of section twenty five (25) township  
eighteen (18) north, range fourteen (14) east of the Indian  
Meridian,

with all of the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given as security for the payment of three promissory notes dated the first day of April, 1924, executed and delivered by Ethel Jones, nee Nave, and Leroy Jones, and payable to the order of said mortgagee, at their office in Oklahoma City, Okla. with interest thereon after - - - at the rate of - - - per cent per annum, and after maturity at the rate of 10 per cent per annum which notes mature as follows: Three notes of \$29.80 each, due April 1, 1925, 1926, and 1927. This lien hereby created is subject to a mortgage for \$3500.00 and interest, executed to The Travelers Insurance Company, dated April 1, 1924 and it is agreed that if at any time default be made by the mortgagors in any payment or obligation provided in said first mortgage, the party of the second part herein, may at its election, make such payment or perform such obligation, and any amount expended shall be repaid by the first party hereto, with 10% interest and shall be secured by this mortgage.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to