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READ ESTATE MORTGAGE.

This indenture, made this 26th day of May, in the year of our Lord, one thousand nine hundred and twenty four, between James Lucas and Edith Lucas, his wife, of the County of Creek, State of Oklahoma, parties of the first part, and American National Bank, party of the second part;

Witnesseth, that said parties of the first part, for and in consideration of the sum of fourteen hundred and twenty dollars, in hand paid by said party of the second part, receipt whereof is hereby acknowledged have sold, and by these presents do grant, sell, convey and confirm unto the said party of the second part and its heirs and successors forever, all of the following described real estate lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

Forty (40) acres in the southwest quarter (SW $\frac{1}{4}$) of northwest quarter (NW $\frac{1}{4}$) of section twenty six (26) township eighteen (18) range twelve (12).

To have and to hold to same with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its heirs and successors forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its heirs and successors forever against the lawful claims of all persons whomsoever.

Provided always, and these presents are upon the express conditions; That if the said party of the first part, their heirs and assigns shall well and truly pay or cause to be paid to the said party of the second part, its heirs and assigns, the sum of fourteen hundred and twenty dollars, with interest thereon at the time and manner specified, in one certain promissory note bearing date May 26, 1924, executed by the parties of the first part, payable to the order of American National Bank at Sapulpa, Oklahoma, as follows: \$1,420.00 payable Nov. 24, 1924, with ten per cent interest from maturity, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein shall immediately become due and payable; and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover attorney fees, all costs of suit which sum shall be and become an additional lien and be secured by lien of this mortgage, and said parties of the first part hereby expressly waives an appraisalment of said real estate and all benefits of the homestead exemption stay laws of the State of Oklahoma.

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

Signed and delivered in the presence.

James Lucas,
Edith Lucas.

State of Oklahoma)
County of Osage) SS

Before me, a Notary in and for said County and State, on this 29th day of May, 1924, personally appeared James Lucas and Edith Lucas, 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.