

In witness whereof the said mortgagor has herunto set his hand this 31 day of May, 1924.

Chas. W. Terry.

State of Oklahoma }  
County of Tulsa } SS Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of June, 1924, personally appeared Chas. W. Terry, 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 himself and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL) J. J. Day, Notary Public.

My commission expires Apr. 2, 1925.

Filed for record in Tulsa, Okla. on June 3, 1924, at 10:00 A.M. recorded in book 449, page 411, Brady Brown, Deputy,

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

259725 - BH

MORTGAGE OF REAL ESTATE.

This indenture, made this 6th day of May, A.D. 1924, between J. Frank Lay and Mary V. Lay, husband and wife of Tulsa County, in the State of Oklahoma, of the first part, and S. A. Hackett, of Tulsa County, in the State of Oklahoma, of the second part,

Witnesseth, that said parties of the first part, in consideration of nine hundred dollars, (\$900.00) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot twelve (12) in block two (2) of the subdivision of blocks two (2) three (3) and seven (7) of Terrace Drive addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof,

This mortgage is given subject to one certain mortgage for approximately \$3000.00 to Standard Loan & Savings Co., of Detroit, Mich.

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 thereto belonging, or in anywise appertaining, forever.

Provided, always, and these presents are upon this express condition that whereas said second parties have this day executed and delivered two certain promissory notes in writing to said party of the second part, described as follows: One note for \$400.00 dated May 6th, 1924, due 30 days after date, without interest, payable to the order of S. A. Hackett. One note for \$500.00 dated May 6th, 1924, in payments of \$20.00 each, 1st due June 15th, 1924, and one each thirty days thereafter until full \$500.00 is paid, each payment to bear interest at 8% per annum from date until paid payable to the order of S. A. Hackett. Both notes signed by J. Frank Lay, Mary V. Lay.

Now if said parties of the first part shall pay or cause to be paid to 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 this mortgage 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