

these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate, situated in Tulsa County, State of Oklahoma, to-wit:

The South 40 feet of Lot One and forty feet square in the Southeast corner of Lot eleven, including one-half the width of the original alley, extending back from the east side of the block, a distance of one hundred and forty feet, same being a plot of ground having a frontage of fifty feet on south Houston Avenue, and a depth of one hundred forty feet, all being in block one hundred twenty-eight in the original town, now City of Tulsa, Tulsa County, Oklahoma, according to the government plat, and survey thereof, or more particularly described as follows:

Commencing at a point on the easterly line of said lot one, forty feet in a northerly direction from the southeast corner of said Lot; running thence in a southerly direction along said lot line and parallel with said Houston Avenue to a point in the middle of the original alley way, which is shown by the said original plat above referred to, being a distance of fifty feet; thence at right angles in a westerly direction through the middle of said alley and parallel to the southerly lot lines of said lots one and eleven, a distance of one hundred and forty feet; thence at right angles in a northerly direction and parallel to the said easterly lot line of said Lot One to a point in the said Lot eleven, a distance of fifty feet; thence easterly to place of beginning.

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 Four (4) Promissory notes, described as follows:

One for fifteen Hundred Dollars (\$1500.00) dated April 26, 1923, due twelve (12) months from date, made to Loren Conaway or order with interest at ten per cent from date, payable semi-annually, and signed by J. A. Layne.

One for Three Hundred Dollars (\$300.00) dated April 26, 1923, due twelve (12) months from date, made to Loren Conaway or order, with interest at ten per cent from date, payable semi-annually and signed by J. A. Layne.

One for Thirteen Hundred fifty Dollars (\$1350.00) dated May 25, 1923, due twelve months from date, made to Loren Conaway or order, with interest at ten per cent after maturity, payable semi-annually, and signed by J. A. Layne.

One for Two hundred Seventy Dollars (\$270.00) dated May 25, 1923, due twelve months from date, made to Loren Conaway or order, with interest at ten percent from date, payable semi-annually, and signed by J. A. Layne.

The above mentioned four promissory notes are also secured by a chattel mortgage of date June 13, 1923, signed by J. A. Layne, and made to Loren Conaway covering restaurant fixtures, etc.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances, except a first mortgage in the sum of Three Thousand Dollars (\$3000.00) executed by said first parties to J.J. Daly, and dated August 4, 1921; and a second mortgage executed by said first parties in the sum of Ten Thousand Dollars (\$10,000) to Loren Conaway, and dated July 10, 1922.

That they have good right and authority to convey and encumber the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever,