

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 thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, and these presents are upon this express condition, that whereas said J. E. Jones and Plina Jones have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

One certain promissory note for the sum of Two Hundred Fifty Dollars (\$250.00) due and payable with interest at 8% per cent per annum on June 29, 1924.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part his heirs and 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. And said mortgagors agree that they will until said debt is paid, keep said premises insured to the amount of \$250.00 dollars for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee. If said sum or sums of money, mentioned herein, or any part thereof, or any interest thereon, is not paid when the same is due and if the taxes and assessments of 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, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. And the mortgagors agree that if suit is brought to foreclose this mortgage they will pay a reasonable attorney's fee of ten dollars to the plaintiff's attorney in such action, which fee this mortgage also secures.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

J. E. Jones

Plina Jones

STATE OF OKLAHOMA, Tulsa COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County and state, on this 29 day of June A.D., 191---- personally appeared J. E. Jones and Plina Jones, his wife 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.

My commission expires Feb 8, 1921 (SEAL) Estelle M. Montgomery, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 31, 1923 at 11:20 o'clock A.M.

in Book 454, page 441

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk