

heirs and assigns, the following described real estate situated in Tulsa County, and State of Oklahoma, to-wit:

West one hundred (100) feet of lot six (6) in Block two (2)  
Beauchamp addition to the City of Tulsa, Tulsa County, Oklahoma.

COMPARED

To have and to hold the same unto the said party of the second part, its 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 R. A. Justus and Mary M. Justus, his wife, have this day executed <sup>and</sup> delivered five certain promissory notes in writing to said party of the second part, described as follows: Note #1 for the sum of \$112.50 due October 1, 1924, note #2 for the sum of \$112.50 due October 1st, <sup>1925</sup> note #3 for \$112.50 due October 1st, 1926, note #4 for the sum of \$112.50 due October 1st, 1927. Note #5 for the sum of \$1800.00 due October 1st, 1928. Each of the above mentioned notes bear interest from date to maturity at the rate of 7% per annum, which is evidenced by interest notes attached to said principal notes which interest notes are payable semi-annually. Both principal and interest notes above mentioned bear interest after maturity at the rate of 10%.

First parties shall keep the buildings on said premises insured against loss by fire and wind for not less than \$2500.00, with standard mortgage clauses to be attached in favor of second party. Upon failure to so insure, second party may procure such insurance and the premiums therefor shall be added to this indebtedness, and such advances shall draw interest at the rate of 10% per annum.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part its heirs or assigns, said sum of money in the above described notes 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 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 party of the second part shall be entitled to the possession of said premises. And the 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.

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

R. A. Justus,  
Mary M. Justus.

State of Oklahoma)  
Tulsa County ) SS

Before me, a Notary Public in and for said County and State, on this -- day -- 1923, personally appeared R. A. Justus and Mary M. Justus, 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.

(SEAL) Hazel Gregg.

My commission expires June 1, 1926.

Filed for record in Tulsa County, Okla. on Sept. 17, 1923, at 11:50 A.M. and recorded