

State of Oklahoma) }
 County of Tulsa) SS Beforeme, a Notary Public, in and for the above named state and county, on this 25 day of January 1924, personally appeared Anna B. Lolley, and Henry Lolley, her husband, personally known to me 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.

Witness my hand and official seal this 25 day of January, 1924.

(SEAL) C. W. Allen, Notary Public.

My commission expires Aug. 14, 1926.

Filed for record in Tulsa County, Okla. on Jan. 25, 1924, at 2:20 P.M. recorded in book 481 page 450, Brady Brown, Deputy,

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

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RECORDED

MORTGAGE DEED.

This indenture, made ^{this} 14th day of Jan. A.D. 1924, between Mary G. McCune and Francis McCune, her husband, of Tulsa County in the State of Oklahoma, of the first part, and First National Bank of Collinsville, Okla., of Tulsa County, in the county of Oklahoma, of the second part:

Witnesseth, the said parties of the first part, in consideration of the sum of eight hundred and fifty two 25/100 dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, their heirs and assigns, the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of block seventeen (17) in Garded Place addition containing *Five* acres.

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 Mary G. McCune and Francis McCune, have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: Dated Collinsville, Okla. Jan 14th, 1924: Dec. 1st, 1924, we promise to pay First National Bank of Collinsville, Okla. eight hundred and fifty two 25/100 dollars, with interest from date at ten per cent per annum until paid.

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 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 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 appraisement 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.