

first above written.

Clara C. Smith,

State of Oklahoma)
County of Tulsa) SS

Be it remembered, that on this 28th day of January, in the year of our Lord one thousand nine hundred and twenty four before me, a Notary Public in and for said County and State, personally appeared Clara C. Smith, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires March 4th, 1924. (No. Sig). _____ Notary Public.

Filed for record in Tulsa County, Okla. on Feb. 1, 1924, at 1:40 P.M. recorded in book 481, page 501, Brady Brown, Deputy.

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

250268 - BH

COMPARED

Real Estate Mortgage.

Know all men by these presents: That Ruth L. Martindale, and D. M. Martindale, her husband of Tulsa County, in the State of Oklahoma, part of the first part, have mortgaged and hereby mortgage to John C. York of Tulsa County, in the State of Oklahoma, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: The SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of sec. 4 T 18 N, R. 13 east, containing 10 acres, more or less, with all the improvements thereon, and appurtenances thereunto belonging, and warrant the title to the same. 481

Provided always, and these presents are upon the express condition that whereas said Ruth L. Martindale and D. M. Martindale, have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: of even date herewith, for the sum of \$1000.00 due in one year from date with interest hereon at rate of 8% per annum.

Now, if the said parties of the first part shall pay or cause to be paid to the said party of the second part, his heirs, assigns, the sum of money in above described note mentioned, together with the interest thereon, according to the terms and tenor of ^{the} same, then these presents 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 ^{by law} become due and payable, then the whole of said sum of sums, and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

Said parties of the first part ^{hereby} agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage to the amount of one thousand dollars, loss, if any, payable to the mortgagee or his assigns. An attorney fee of one hundred dollars may be taxed and made part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

In witness whereof, the said parties of the first part have hereunto set their hands this 31 day of January, A.D. 1924.

Ruth L. Martindale,
D. M. Martindale.