

Commonwealth of Massachusetts)
County of Suffolk.) SS

Before me, a Notary Public, in and for said County and State, on this 8th day of Feb'y., 1924, personally appeared Samuel H. Mitchell, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal, the day and year last above written.

(SEAL) Dennis J. Donovan, Notary Public.

My commission expires Sept. 19, 1930.

Filed for record in Tulsa County Okla. on Feb. 12, 1924, at 5:00 PM? recorded in book 481, page 586, Brady Brown, Deputy.

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

250882 - BH

COMPARED

REAL ESTATE MORTGAGE.

This indenture, made this fourth day of February A.D. 1924 between P. A. Smith, a single man, of Tulsa County, in the State of Oklahoma, of the first part, and M. B. Cunningham a single man, of Tulsa, Tulsa County, Oklahoma, of the second part.

Witnesseth: The said party of the first part, in consideration of the sum of ~~six~~ hundred ninety nine and 24/100 dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all the following described real estate, situated County of Tulsa and State of Oklahoma, to-wit:

Lot four (4) in Block fifteen (15) in the original town (now city) of Sand Springs, Oklahoma, according to the recorded official plat thereof, This mortgage being executed and give for the balance of the purchase price and as a part and parcel of transaction whereby first party purchases the same.

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 P. A. Smith, has this day executed and delivered twelve certain promissory notes in writing to said party of the second part, described as follows: Twelve notes of even date herewith for \$58.27 each, first note due and payable on or before the 4th day of March, 1924, and one note due and payable on or before the 4th day of each month thereafter until all 12 notes are paid. Said notes to bear interest at the rate of 10% per annum, payable as each note is paid. This mortgage is made subject to a mortgage in the amount of \$1500.00, dated Feb. 1st, 1924, in favor of the United Savings & Loan Ass'n of Tulsa, Okla.

Now, of said party 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 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. And said mortgagor agrees that he will, until said debt is paid, keep said premises insured to the amount of \$2200.00 dollars for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee. If said sums of 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