

and forever barred.

In construing this instrument the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

EXECUTED AND DELIVERED, this 18th day of August A.D.1923.

George R. Emigh

Francis Emigh

STATE OF OKLAHOMA, )  
Tulsa County. ) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of August 1923 personally appeared George R. Emigh and Francis Emigh, 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.

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

My commission expires October 7th, 1926. (Seal)

M. F. Steele, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 7, 1924, at 2:40 o'clock P.M. and recorded in Book 483, Page 239.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

----- TREASURER'S ENDORSEMENT -----

250621 O.M.J. I hereby certify that I received \$268 and MORTGAGE OF REAL ESTATE.

Receipt No. 13641 therefor in payment of mortgage tax on the within mortgage.

Dated this 8 day of Feb., 1924  
W. W. Shackley, County Treasurer

THIS INDENTURE, Made this 12th day of December A.D.1923, between J. H. Lindsay and Lela B. Lindsay, his wife, of the first part, and M. Boling, of

Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Hundred and No/100 Dollars the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, their heirs and assigns, all of the following described REAL ESTATE situated in Tulsa, County and State of Oklahoma, to-wit:

Lot Seven (7), in Block Four (4) Acre Gardens Addition to the city of Tulsa, Tulsa County, Oklahoma,

TO HAVE AND TO HOLD THE SAME, 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. H. Lindsay and Lela B. Lindsay, his wife, have this day executed and delivered one certain promissory note in writing to said party of the second part, for Three Hundred and No/100 Dollars, due in nine (9) months after date, at the rate of 10% per annum. and the first parties agree to keep the buildings insured for \$- - and the mortgagors agree to pay \$50.00 attorney's fees on foreclosure.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part their heirs or assigns, said sum of money in the above <sup>described</sup> 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 are by law made due and payable, then the whole of said sum or 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, and the said parties of the first part for said consideration, do hereby speciall waive an appraisalment of said real estate.