

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas said first parties have this day executed and delivered one certain promissory note in writing to said parties of the second part described as follows:

One note for \$900.00, dated February 21, 1924, bearing interest at the rate of ten per cent per annum, note payable at \$50.00 per month until paid.

Now if said parties of the first part shall pay or cause to be paid to said parties of the second part their 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 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 part- of the second part shall be entitled to possession of said premises. And 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.

John J. Leyh

Maud Leyh

STATE OF OKLAHOMA, Tulsa County, ss.

Before me V. Dunaway a Notary Public in and for said County and State on this 21st day of February, 1924, personally appeared John J. Leyh and Maud Leyh, 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 use and purposes therein set forth.

My commission expires June 19, 1926. (Seal) V. Dunaway, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 21, 1924, at 3:35 o'clock P.M. and recorded in Book 483, Page 307.

By Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk.

251733 C.M.J.

SPECIAL MASTER'S DEED.

INTERNAL REVENUE
\$50
Cancelled

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, in the United States District Court for the Eastern District of Oklahoma, in a certain cause therein pending wherein the Southern Missouri Trust Company et.al.were the plaintiffs and Young O. Mitchehl, et al were the defendants, being Equity suit No. 2792, on the 23rd day of April A.D.1923 an order was duly made in said court and cause appointing the undersigned Edwin Harrison as Receiver in said cause; and

WHEREAS, afterwards on the 30th day of May, A.D.1923, a final decree was made and filed in said court as of the 28th day of May, A.D. 1923, establishing the claims of the plaintiffs and intervenors, aggregating the sum of Four Hundred Thirty Five Thousand Nine Hundred Eight and 36/100 (\$435,908.36) Dollars; and

WHEREAS, that by supplemental decree in the above entitled cause filed on the 23rd day of June, A.D.1923, the claim of the Continental Bank and Trust Company was allowed and established in the sum of Seventy Nine Thousand Five Hundred Sixty Six and 64/100 (\$79,566.64) Dollars; and that in and by the said final decree the property real, personal and mixed therein described was adjudged and decreed to be sold for the purpose of satisfying the claims of the said plaintiffs and intervenors established by said decree aggregating the sum of Five Hundred and no/100 (\$500.00) Dollars; and