

nine hundred and Twenty-four between J. M. Gillette and Minnie M. Gillette, husband and wife, hereinafter called the Mortgagors, and THE MONARCH INVESTMENT COMPANY, a body corporate organized under the laws of the state of Kansas, hereinafter called the Mortgagee.

WITNESSETH, That the said Mortgagors in consideration of the sum of Seventy-five Thousand and No/100 Dollars, to them paid by the said Mortgagee, do hereby grant, bargain, sell and convey to the said Mortgagee, its successors and assigns forever, the following PROPERTY real estate situate in the County of Tulsa and State of Oklahoma, and bounded and described as follows:

The East Ninety (90) feet of Lot Seven (7) in Block One Hundred Twenty (120) of the original town, now City of Tulsa, as shown by the recorded plat thereof, more particularly described as follows, to-wit: Beginning at the Northeast corner of said Lot Seven (7) running thence westerly along the North line of said Lot Seven (7), a distance of Ninety (90) feet; thence in a Southerly direction parallel with the East line of said Lot Seven (7) to the South line of said lot; thence easterly along the South line of said Lot Seven (7) to the Southeast corner of said Lot; thence in a Northerly direction along the East line of said Lot Seven (7) to the place of beginning.

Together with all the rents, issues and profits arising and which may be had therefrom.

TO HAVE AND TO HOLD the said premises and all of the appurtenances thereunto belonging, and all rents, issues and profits aforesaid unto the said Mortgagee, its successors and assigns, forever.

And the said Mortgagors for themselves and their heirs do hereby covenant to and with the said Mortgagee, its successors and assigns that they are lawfully seized of the premises WARRANTY. aforesaid; that the said premises are free and clear of all incumbrances of every nature and kind whatsoever; and that they will forever warrant and defend the same with the appurtenances unto the said Mortgagee, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, and said mortgagors each and both release and convey all right of homestead in and to said premises.

WAIVER OF HOMESTEAD.

The condition of the foregoing conveyance is such that:

WHEREAS, the said Mortgagee has actually loaned and advanced to the said Mortgagor and the said Mortgagors have had and received and are justly indebted to the said Mortgagee for DESCRIPTION OF NOTE the just and full sum of Seventy-five Thousand and No/100 Dollars for value received, according to the tenor and effect of a certain principal promissory note to the order of said Mortgagee, executed by said Mortgagors and delivered to said Mortgagee, bearing even date herewith, with interest on said principal sum or on so much thereof as shall remain unpaid as provided in said mortgage note, interest payable semi-annually on the first days of March and September in each year, both principal and interest being payable at the office of The Monarch Investment Company, at Wichita, Kansas in gold coin of the United States of America of the present standard of weight and fineness or its equivalent, together with the current rate of exchange on the City of New York.

NOW THEREFORE, these presents are made upon the following express conditions that if the said Mortgagors, their heirs, executors and administrators, shall pay to the said Mortgagee, its successors or assigns, the said sum of Seventy-five Thousand and No/100 Dollars, with the interest thereon, according to the tenor and effect of the said promissory note and of the interest therein referred to and shall keep and perform all and singular the covenants and agreements herein contained for said Mortgagors to keep and perform, then these presents shall cease and be void, but otherwise shall remain in full force and effect.

And the said Mortgagors, for themselves and for their heirs, executors and administrators, COVENANTS