

mortgage shall be wholly discharged and void; And otherwise shall remain in full force and effect. And said mortgagor agrees that she will, until said debt is paid, keep said premises insured to the amount of \$500.00 dollars for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee. If said sum or 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 said premises or any part thereof are not paid when the 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 party of the first part for said consideration does hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. And the mortgagor agrees that if suit is brought to foreclose this mortgage she will pay a reasonable attorney's fee of 44.50 dollars to the plaintiff's attorney in such action, which fee this mortgage also secures.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand the day and year first above written.

Jennie A. Connelley

Chas. F. Connelley

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, undersigned, a Notary Public in and for said county and state, on this 27 day of May A.D. 1923 personally appeared Jennie A. Connelley, 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.

My commission expires Feby. 21-1927. (Seal)

Art Stanton, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 19, 1924, at 10:50 o'clock A.M. and recorded in Book 483, Page 398.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

253827 C.H.J.

AFFIDAVIT.

State of Missouri, )  
Jackson County. ) ss.

On this 5<sup>th</sup> day of March, 1924, before me, the undersigned, a Notary public within and for the above named County and State, personally appeared T. M. Hollyman, of lawful age, who being by me first duly sworn on his oath states:

That he is familiar with a certain transaction wherein J. A. Nelson and Ida L. Nelson, his wife, conveyed by warranty deed unto W. W. Gideon the following described real estate situated in the County of Tulsa and State of Oklahoma, to-wit:

Lots Nine (9) and Ten (10) in Block One (1), Baird Addition to the city of Tulsa, Oklahoma, according to the Recorded Plat thereof.

That whereas, said deed excepts a mortgage to T. M. Hollyman in the sum of Six Hundred Dollars (\$600.00), dated February 11, 1920, due three years from date, with interest eight per cent. affiant known of his own personal knowledge that such description was erroneous in that the mortgagee in said mortgage was Lydia Clow instead of T. M. Hollyman. Affiant further states that he is the T.M. Hollyman referred to as mortgagee in said description, and that he did in fact negotiate the loan of Six Hundred Dollars from Lydia Clow to J. A. Nelson and Ida L. Nelson, his wife, but that affiant never held any mortgage on said above described property and has no claim and has never had any claim against or interest in said property of any nature whatsoever.

Further affiant saith not.

T. M. Hollyman Affiant.