

voluntary act and deed for the uses and purposes therein set forth.

In witness whereof I have hereunto set my signature and seal of office this the day and year last above written.

My commission expires May 15, 1926. (Seal)

Wm. T. Calvert,
Notary Public within and for Tulsa
County, State of Oklahoma.

Filed for record in Tulsa, Tulsa County, Oklahoma, Jan. 7, 1924, at 11:00 o'clock A.M. and recorded in Book 483, Page 79.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

248397
TREASURER'S ENDORSEMENT
I hereby certify that I received \$2483.97
Receipt No. 13262 therefor in payment of mortgage
max on the within mortgage.
Dated this 7 day of Jan 1924
W. W. Stuckey, County Treasurer
Deputy

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 28th day of December A.D. 1923, by and between J. H. Brown of Tulsa County, State of Oklahoma, of the first part, and Harry H. Smith, of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty-five hundred and no/100 Dollars, to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain, sell and convey unto said party of the second part his heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

All of Lot Nine (9) in Block One (1) of Weaver Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof,

with the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a first mortgage in the sum of \$4000.00 in favor of the Southwestern Mortgage Company.

This grant is intended as a mortgage to secure the payment of the sum of Thirty-five hundred and no/100 Dollars, according to the terms of one certain promissory note, this day executed and delivered by the said parties of the first part to the said parties of the second part, described as follows, to-wit:

One note for the sum of \$3500.00 payable in monthly installment of \$73.33 each commencing Feb. 1st, 1924 until 35 payments have been made, any sum remaining unpaid at the end of thirty-six months then becoming due and payable. Out of such monthly payment shall first be credited the monthly interest at the rate of 8% per annum on the amount remaining unpaid from month to month, and the balance of such payments applying on principal.

This mortgage is given as a part of the purchase price of the above described property.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$5750.00 and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessments may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then