

said party of the second part, and to its successors and assigns, forever, all of the following described real estate lying and situate in the County of --- and State of Oklahoma, to-wit;

The East half ( $E\frac{1}{2}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) of the Southwest quarter ( $SW\frac{1}{4}$ ) and the South half ( $S\frac{1}{2}$ ) of the Northeast quarter ( $NE\frac{1}{4}$ ) of the Southwest quarter ( $SW\frac{1}{4}$ ) of Section 28, Township 19 North, Range 10 East, containing 40 acres more or less. ~~COMPARE~~

TO HAVE AND TO HOLD THE SAME with all and singular, the tenements, hereditments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that she will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And these presents are upon the express conditions; That if the said party of the first part, her heirs and assigns shall well and truly pay or cause to be paid to the said party of the second part, its successors and assigns the sum of Three Hundred Twenty Six and 06/100 Dollars with interest thereon at the time and manner specified in one certain promissory note bearing date February 7th, 1924, executed by the party of the first part, payable to the order of Katz Department Store at Sapulpa, Oklahoma as follows: \$326.06 (on or before Feb. 7th 1925) with 6 per cent interest from date until maturity. then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable; and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$ 50.00 attorney fees, all costs of suit, which sum shall be and become an additional lien, to be secured by lien of this Mortgage, and said party of the first part hereby expressly waives an appraisalment of said real estate and all benefits of the homestead exemption stay laws of the State of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force the said part-- of the first part shall at all times keep the buildings on said premises insured against loss or damage by fire or tornado in a sum not less than \$-- loss if any, payable to the said part-- of the second part, as -- interest may appear.

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

Bert Leo Weaver

STATE OF OKLAHOMA, COUNTY OF CREEK; SS.

Before me, a Notary Public in and for said County and State on this 7th day of February 1924, personally appeared Bert Leo Weaver, a single woman, 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.

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

My commission expires 10-10- 25 (Seal)

Gretchen Edwards, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma on Feb. 29, 1924 at 1.00 o'clock P. M. in Book 485 page 109

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk