that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written. Gretchen Edwards, Notary Public

Gretchen Edwards, (SEAL)

Filed for record in Tulsa County, Oklahoma on July 2, 1924 at 1:00 o'clock P. M. recorded In Book 485 Page 473.

By Brady Brown, Deputy (SEAL) O. G. Weaver, CountyClerk.

#261974 LLJ

485

2000

## MORTGAGE OF REAL ESTATE

This indenture made this 26th day of April, 1424 A.D., 192\_\_\_\_, between Roy A. Tannahill and Lura Tannahill, his wife, of Tulsa County, in the State of Oklahoma of the first part and E. L. Doles and Minnie Doles his wife, of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Eight hundred and no/100 Dollars ,(\$ 500.00) the receipt of which is hereby acknowledged, do by those presents grant, bargain, sell and convey unto said parties of the second part heirs and assigns, the following described Real Estate, situated in Jenks, Tulsa County and State of Oklahoma, to-wit:

> A 11 of Lots Thirteen and Fourteen (13 & 14) in Block Forty Four (44) town of Jenks, Tulsa County, Oklahoma according to the recorded plat thereof, The following lots located in Jenks, Tulsa County, Oklahoma, are given subject to first Mortgage not to exceed \$3000.00 to be given for the construction of building thereon, lots described as follows; Numbers Six and Seven ( 6 & 7), in Block Twenty one (21), Town of Jenks, Tulsa County, Oklahoma; It being the intention of first parties to have this instrument be a second mortgage on the last described lots.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas said Roy A Tannahill and Lura Tannahill, his wife; have this day executed and delivered one certain promissory note in writing to said parties of the second part described as follows: Dated April 26th, 1924; due one year after date, bearing ten per cent interest after date until paid, amount \$500.00

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 faid premies 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 parties 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

475

Cived S 17

ceipt Nov