IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands the day and year first above written.

> Roy A Tannahill Lura Tannahill

STATE OF OKLAHOMA, Tulse County, ss.

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Before me, Minnie Hugo, a Notary Public in and for said County and State on the 25th day of April, 1924, personally appeared Roy A. Tannahill and Jura Tannahill, his Wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

Minnie Hugo,

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My Commission expirer Sept:2nd, 1925 (SEAL)

#261976 LLJ

Filed for record in Tulsa County, Oklahoma on July 2, 1924 at 1:30 o'clock P.M. recorded in Book 485 Page 475.

Brady Brown, Deputy (SEAL) 0. G. Weaver, County Olerk.

(Standard)

THIS INDENTURE, Made this 1st day of July; A.D. 1924; between G. C. Schmitt for the first part, and TheWest Tulsa StateBank of Tulsa County, in the State of Oklahoma; of the second part :

WITNESSETH, That the said party of the first part, in consideration of the sum of Five hundred three and 40/100 dollars the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs; and assigns, all of the following described REAL estate situated in Tulsa County, and State of Oklahoma, to-wit:

Lot twenty six (26) in Block Six (6) in Garden City; Tulsa County;

Oklahoma. as per the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said G. C. Schmitt has this day executed and delivered a certain promissory note in writing to said party of the second part, for the sum of \$503.40, dated July 1st ,1924 and signed by G. C. Schmitt, payable to West Tulsa State Bank, West /Tulsa, Okla. on Nov 1st, 1924. Said note bears interest from July 1st 1924 at the rate of ten per cent. Note bears an attorneys fee clause of \$50.00 (party of the first part affirms that this property was never used by himself or his wife as a homestead) and the first party agree to keep the buildings insured for \$500.00, and the mortgagor agree to pay \$50. attorney's fee on foreclosure.

Now if said party of the first part shall pay or cause to be paid to said party of the second :part his heirs or assigns, said sum of moneyin the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents 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 said premises, or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum or sums and interest thereon shall; and by these presents become due and payable , and said party of the second