

The West Half (W $\frac{1}{2}$) of South West Quarter (SW $\frac{1}{4}$) in Section Five (5), Township Twenty (20) North, Range Thirteen (13) East of the Indian Meridian

It is agreed that this mortgage is given subject to a first mortgage in the sum of \$3,200.00 given to the Finerty Investment Company of Oklahoma City, Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part His 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 first parties have this day executed and delivered one certain promissory note in writing to said party of the second part described as follows:

One Note, in the sum of \$800.00, dated at Tulsa, Oklahoma, July 5th, 1924, drawing interest at the rate of eight per cent per annum, and due on or before July 5th, 1925, at Tulsa, Oklahoma, and signed by parties of the first part. And made in favor of B.E. Capps.

Now, if said parties 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 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 said premises 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 party 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 appraisal of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

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

J. O. Grimes

Elizabeth B. Grimes

Witnesses

S. M. Byers

STATE OF OKLAHOMA Tulsa County, ss.

Before me, the undersigned a notary public in and for said County and State on this 5th day of July, 1924, personally appeared J. O. Grimes and Elizabeth B. Grimes, 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.

Everett N. Byers.

Commission expires Feb. 21st, 1927 (SEAL)

Filed for record in Tulsa, County, Oklahoma on July 8, 1924 at 9:00 o'clock A. M. Recorded in Book 485 Page 515.

By/Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk.

#262298

LLJ

UNITED STATES OF AMERICA }
EASTERN DISTRICT OF OKLAHOMA) ss

Miscellaneous
RECEIVED
JUN 12, 1924
No. 23376
Supt. Five Civilized Tribes

I, W. V. McClure, Clerk of the District of the United States of America for the