

PROVIDED , ALWAYS, And these presents are upon this express condition that whereas said Bob Garder has this day executed and delivered one certain promissory note in writing to said party of the second part described as follows:

One promissory note in the sum of Two Hundred Twenty & No/100 (\$220.00) Dollars, dated January 30th, 1924, payable \$20.00 per month beginning March 1st, 1924; said note bearing interest at the rate of ten per cent per annum from maturity of each payment;

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 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 party of the first part for said consideration does hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand the day and year first above written.

Bob Garder

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 30th day of January, 1924, personally appeared Bob Garder, a single man, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the use and purposes therein set forth.

My commission expires January 16th, 1927 (SEAL) Beulah McAllister, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Feby 11, 1924 at 3:15 o'clock P. M.  
in Book 486, page 164

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

250983 C.J.

WARRANTY DEED

THE STATE OF OKLAHOMA )  
County of Tulsa )

Know All Men By These presents: That I,

John J. Harden, of the County of Tulsa, State of Oklahoma, for and in consideration of the sum of Three Hundred Fifty-seven and no/100 (\$357.00) DOLLARS, to me in hand paid by S. Maxwell Smith, the receipt of which is hereby fully acknowledged.

HAVE GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the said S. Maxwell Smith of the County of Tulsa, State of Oklahoma all that certain piece, parcel or tract of land lying and being situated in Tulsa County, Oklahoma, and being Lot # 157 in Fairview Section, containing 315 square feet, be the same more or less out of ROSE HILL BURIAL PARK as more fully appears from map of said Burial Park hereby referred to and made a part hereof.

It is expressly agreed and understood that this conveyance is made subject to the provisions and restrictions specified in the Rules and Regulations of said Burial Park at the present time, and which are made a part of this conveyance, or which said Burial Park may hereafter make in conformity with the laws of the State of Oklahoma.