Oklahoma, according to the recorded plat thereof, together with all and singular the hereditaments and appurtenances thereunto belonging,

TO HAVE AND TO HOLD the premises above described unto the said second party and heirs and assigns so that neither the said first party nor any person in the name and behelf of such party shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they, and every one of them, shall by these presents be excluded and forever barred.

In construing this instrument the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto. EXECUTED AND DELIVERED, this 26th day of April, A.D. 24

> James D. Capron Jr. Mae Capron

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STATE OF MISSOURI Before me, the undersigned, a Notary Public, in and for said County)ss. Jackson County) and State, on this 26 day of April 1924 personally appeared James D. Capron & Mae Capron 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 uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written. My Commission expires Nov. 2, 1927 (SEAL) Jack Rieger, Notary Public Filed for record in fulse County, Tulse Oklahoma, May 20, 1924 at 9:00 o'clock A. M. in Book 488, page 169

(SEAL)

By Brady Brown, Deputy

258598 C.J .

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The Street

COMPARED MORTGAGE OF REAL ESTATE This indenture, me de and entered into this 3rd day of March , 1924, between George Burgin & Maude L. Burgin, his wife, of Tulse County, in the State of Oklahoma, party of the first part, and U. C. Hughes ---- County, State of Oklahoma, part --- of the second part.

O. G. Weaver, County

Clerk

WITNESSETH: That said parties of the first part, in consideration of the sum of One Thousand and No/100 Dollars (\$1,000.00) Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second party successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa State of Oklahoma, to-wit: The South Ninety (90) feet of Lots Fifteen (15), Sixteen (16) Seventeen (17) and Eighteen (18) in Block Twelve (12) in Overlook Park Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever.

This conveyance, however, is intended as a mortgage to secure hhe payment of One promissory note in writing this day executed and delivered to said second party by said first parties, one for (\$1,000.00) due in monthly payments of \$20.00 each, first payment to be made due June let, 1924, and \$20.00 on the first day of each month until entire note is paid. all payable at Producers National Bank, Tulsa, State of Oklahoma, with interest from date at the rate of 8 per cent per annum, payable annually, and all providing for the payment of ten Dollars and Ten Per Cent additional, as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first parties hereby covenant that they the owners in fee simple of said premises and that the same are free and clear of all encumbrances. That they have good right

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