

Lot 7 in Block 10, original townsite of Sand Springs, Oklahoma,

TO HAVE AND TO HOLD THE SAME with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that she will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And these presents are upon the express conditions: That if the said party of the first part, her heirs and assigns shall well and truly pay or cause to be paid to the said party of the second part, his heirs and assigns, the sum of Four Hundred Fifty-One and 95/100 DOLLARS with interest thereon at the time and manner specified in one certain promissory note bearing date of May 17th, 1924, executed by the party of the first part payable to the order of S. W. Millhollon, at Sapulpa, Oklahoma, as follows: \$451.95 payable Sapulpa, Okla., with 10 per cent interest from date until maturity, due six months from date, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable; and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$50.00 attorney fees, all costs of suit, which sum shall be and become an additional lien, to be secured by lien of this mortgage, and said party of the first part hereby expressly waives an appraisal of said real estate and all benefits of the homestead exemption stay laws of the State of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the said party of the first part shall at all times keep the buildings on said premises insured against loss or damage by fire or tornado in a sum not less than \$500.00, loss, if any, payable to the said party of the second part, as his interest may appear.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year above written.

Mattie C. Sinnett

STATE OF OKLAHOMA, COUNTY OF CREEK, SS.

Before me, a Notary Public in and for said County and State, on this 17th day of May, 1924, personally appeared Mrs. Mattie C. Sinnett, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires May 2, 1927

(SEAL)

Mary Bernbrock, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 24, 1924 at 1:00 o'clock P. M. in Book 488, page 262

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk