

STATE OF OKLAHOMA, }
TULSA COUNTY. } SS.

Before me, the undersigned, a Notary Public within and for said County and State on this 16th day of June, 1924, personally appeared Charles V. Evans and Louise Evans, his wife, to me personally well 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 consideration, uses and purposes therein set forth.

My commission expires Nov. 20th 1927 (SEAL) F. E. O'Rynne, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 17, 1924 at 2:00 o'clock P. M. in Book 488, page 527

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

260821 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$225.00 and issued Receipt No. 15408 for or in payment of mortgage on the within mortgage.

Witness my hand and seal of office this 19th day of June 1924.
W. W. Weaver, County Clerk
Deputy

MORTGAGE OF REAL ESTATE.

This indenture made this 22nd day of May A. D. 1924, between C. E. Little, and Falby Little, /wife of Tulsa County, in the State of Oklahoma of the first part and C. C. Briggs, of Tulsa, County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said party of the first part in consideration of Two Hundred and Twenty Five Dollars, (\$225.00) the receipt of which is hereby acknowledged, do by those presents grant, bargain, sell and convey unto said party of the second party heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Five (5), Block One (1), Hillsdale Addition to Red Fork, 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 C. E. Little has this day executed and delivered his certain promissory note in writing to said party of the second part described as follows:

A certain promissory note in the sum of \$225.00, of even date herewith, and bearing interest at the rate of 10 % per annum, due Dec. 10th, 1924.

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.

C. E. Little

Falby Little