

TO HAVE AND TO HOLD THE SAME, Unto the said Parties of the second part their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances belonging, or in anywise appertaining, forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said T. L. Martin and Lottie Martin his wife have this day executed and delivered One certain promissory note in writing to said parties the second part, described as follows: One Note of even date herewith for \$225.55 due On Demand with interest at the rate of 10% per annum from date until paid.

NOW, if the said parties of the first part shall pay or cause to be paid to said parties of the second part their 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 the 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 part---- of the second part shall be entitled to the possession of said premises. And the said part---- of the first part for said consideration do 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 part---- of the first part have hereunto set their hands the day and year first above written.

T. L. Martin

Lottie Martin

STATE OF OKLAHOMA, Mayes County, ss.

BE FORE ME, J. D. Hiebert a Notary Public in and for said County and State on this 28th day of July, 1923, personally appeared T. L. Martin and Lottie Martin his wife and----- 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.

My commission expires February 24th 1927

(SEAL)

J. L. Baugh, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 20, 1924 at 9:00 o'clock A. M. in Book 488, page 563

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

261003 C. J.

THE SURETY'S ENDORSEMENT

I hereby certify that I received \$122.00 and issued No. 15421 to the above named party in payment of mortgage

20 June 1924
J. D. Hiebert, Notary Public

OKLAHOMA REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 4th day of June in the year one Thousand Nine Hundred and Twenty-four, by and between Cyrus S. Avery and Essie M. Avery, his wife, of Tulsa County, Oklahoma, hereinafter mentioned as first party (whether one or more than one),

and Leonard & Braniff, a corporation, hereinafter mentioned as second party.

WITNESSETH, The first party has mortgaged and does hereby mortgage to the second party, its successors and assigns, the following described real property and premises situate in Tulsa County, State of Oklahoma, to-wit:

Lots Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block Sevent(7), Morningside Addition to the City of Tulsa, as shown by the recorded plat thereof;

Premises now being known as 1601 South Owasso Avenue;