

Agnes W. Stewart

State of Oklahoma,)
 County of Tulsa.) ss.

Before me, C. T. Scott, a Notary Public, in and for said County and State on this 6th day of Nov. 1923, personally appeared Agnes W. Stewart to me known to be the identical person who signed the within and foregoing instrument and who acknowledged to me that she executed the same as her own 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 set forth.

My commission expires Dec. 22, 1924. (Seal)

C. T. Scott, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Dec. 12, 1924, at 9:40 o'clock A.M. and recorded in Book 490, Page 417.

By Brady Brown, Deputy. (Seal)

O. C. Weaver, County Clerk.

274086 C.M.J.

OKLAHOMA REAL ESTATE MORTGAGE.

FOR DEPOSIT AND RECORD
 I have examined and certified to the validity of the foregoing instrument and issued this certificate of recording of mortgage.

Recorded in Book 490, Page 417
 Date of recording 12 day of Dec 1924
 W. W. Shuckey, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That Emily E. Robitaille, a widow of Tulsa County, in the State of Oklahoma party of the first part, hereby mortgage to Mell Brin, party of the of the second part, the following described

part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Westerly Forty-six and two-thirds feet (46-2/3') of the East Eighty feet (80') of Lot Ten (10) in Block One Hundred Twenty-eight (128) in the original townsite of Tulsa, Oklahoma, according to the recorded plat thereof;

with all the improvements thereon and appurtenances thereunto belonging and warrant the title to the same. This mortgage is given to secure the principal sum of Four Hundred & No/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable from date according to the terms of one certain promisory note described as follows, to-wit:

One note for \$400.00 dated December 10th, 1924, payable to the order of Mell Brin and due six months from date (June 10th, 1925) with ten percent interest per annum from date.

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except First Mortgage for \$750.00 to the Local Building & Loan Association of Oklahoma City, Oklahoma, as appears of record; and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

SECOND. if said mortgagor shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; Otherwise to remain in full force and effect.

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises;

COMPARED BY
 J. S. and
 J. S.