

said County and State, on this --- day of April, 1924, personally appeared S. R. Lewis, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes thereinset forth.

(SEAL) Chas. W. Wortman, Notary Public.

My commission expires Sept. 18, 1924.

Filed for record in Tulsa County, Okla. on Sept. 18, 1924, at 10:30 A.M. and recorded in book 491, page 566, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

267705 - BH

REAL ESTATE MORTGAGE.

This indenture made this first day of June, A.D. 1924, between H. L. Levy, a single man of Tulsa County, in the State of Oklahoma, as party of the first part, and J. E. Williams, and Bessie Williams of Tulsa, Oklahoma, parties of the second part;

Witnesseth: That said party of the first part, in consideration of the sum of three thousand nine hundred and fifty (\$3950.00) dollars, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit:

East thirty eight (38') of lots one (1) two (2) and three (3) and four (4) in block sixteen (16) Berry Addition to the City of Tulsa, Oklahoma, subject to a mortgage of thirty five hundred (\$3500.00) dollars which first party assumes and agrees to pay.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belong^{ing} or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of seventy nine (79) promissory notes of even date herewith, one for \$50.00, due July 1st, 1924, and one note due each thirty days thereafter until the seventy nine notes are paid, Said notes and each of them are signed by the said mortgagors herein, H. L. Levy and made payable to the said mortgagees herein, J. E. Williams, and Bessie Williams, and each note is for \$50.00, made payable at Tulsa, Oklahoma, with interest at ten (10%) per cent interest per annum payable from maturity. These notes and each of them and this mortgage is given for the purpose of securing the deferred part of the purchase price of the above described property sold this day by said J. E. Williams and wife, Bessie to the said H. L. Levy, and this mortgage is given for the purpose of advising the persons and all other whom may become interest in the above described property, that this indebtedness and mortgage is a purchase price mortgage. This mortgage is also given for the purpose of more fully explaining the mortgage given by the same party to the same parties for the same notes and amount on the same property as shown by the records of Tulsa County, Oklahoma, book 472, on page 557, and this mortgage is also given that it may be subrogated to the rights of said mortgage as recorded in said book 472, on page 557, with the additional fact that it is as is the said recorded mortgage a purchase price mortgage and entitled to^{any} and all rights thereunder.

Said first party hereby covenants that he is the owner in fee simple of said premises and that they are free and clear of all incumbrances except mortgage mentioned above. That he has a good right and authority to convey and encumber the same, and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on said premises in the sum of \$---- for the benefit of the mortgagees.