

be effective, or not, at the option of second party.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Elmer Lee Gilcrease,  
Mary Gilcrease,

Signed, and delivered in the presence of  
Audrey A. Ore,  
W. V. Williams.

State of Kansas )  
Cowley County ) SS

Before me, W. V. Williams, a Notary Public, in and for said County

and State on this 2nd day of July, 1924, personally appeared Elmer Lee Gilcrease and Mary Gilcrease, his wife, to me known to be the identical person 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,

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

My commission expires June 24, 1926.

(SEAL) W. V. Williams, Notary Public.

Filed for record Tulsa Co. Okla. on July 7, 1924, at 11:05 A.M. recorded in book 491, page 59, Brady Brown, Deputy.

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

265356 - BH

#### OKLAHOMA MORTGAGE.

This indenture made the sixteenth day of July, in the year one thousand nine hundred and twenty four (1924) between Frank A. Haver and Maud S. Haver, husband and wife, herein after called the mortgagor, and the Magistrate Mortgage Company, a body corporate organized under the laws of the State of Oklahoma, hereinafter called the mortgagee.

Witnesseth, that the said mortgagor, in consideration of the sum of fifteen thousand and no/100 dollars, to them paid by the said mortgagee, do hereby grant, bargain, sell and convey to the said mortgagee, its successors and assigns forever, the following real estate situate at Tulsa, in the County of Tulsa, and State of Oklahoma, and bounded and described as follows:

#### PROPERTY:

The south forty five (45) feet of lot seven (7) in block one hundred sixty two (162) original plat of the City of Tulsa, Oklahoma, as shown by the recorded plat thereof,

Together with the buildings and improvements erected or to be erected thereon with all the appurtenances and all the rents, issues and profits arising and which may be had therefrom:

To have and to hold the said premises with the appurtenances and all rents, issues and profits aforesaid unto the said mortgagee, its successors and assigns forever.

#### WARRANTY:

And the said mortgagor for themselves and their heirs, do hereby covenant to and with the said mortgagee, its successors and assigns, that the said mortgagor is lawfully seized of the premises aforesaid; that the said premises are free and clear of all incumbrances of every nature and kind whatsoever; and that the said mortgagor will forever warrant and defend the same with the appurtenances unto the said mortgagee its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

The conditions of the foregoing conveyance is such that:

#### DESCRIPTION:

Whereas, the said mortgagee has actually loaned and advanced to the said mortgagor and the said mortgagor has had and received and is justly indebted to the said mortgagee for the full sum of fifteen thousand and no/100 dollars for value received,