TRIVER PRODUCES IN THE STATE OF THE STATE OF

Srpings, according to the plat filed thereof .

Deputy

To have and to hold the same, unto the said party of the second part, their heirs ric and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise ap pertaining, for ever.

Provided, always and these presentairs upon this express condition, that whereas said G. W.Stout, has this day exeduted and delivered one certain promissory note in wiring to said party of the second part, described as follows: One promissory note for the sum of three hundred fifty dollars (\$350.00) payable at the rate of \$20.00 per month, with interest at the rate of 8% per cent per annum, interest; payable monthly. Given in lieu of a first mortgage for the sum of \$3250.00 to the Local Building and Loan Association, Oklahoma, Okla.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, their heirs and assigns, said sum of money in the above described note mentioned together with the interestthereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in fill And said mortgagor agrees that henwill, untilmsaid debt is paid, keep said premises insured to the amount of (\$3000.00) dollars for the benefit of the holder of this mrtgage in an insurance company acceptable to the mortgagee. If said sum or sums of money, mentioned herein, or any part thereof, or anybinterest thereon, isnnot paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and leved against said premises or abyopart thereof are not paid when the same are by law made due and payable, the whole of said sumor sums, and interest thereon, shall then become due and payable, and said party of the first part for said consideration does hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. And the mortgagorsagrees that if suit is brought to foreclose this mortgage he will pay a reasonable attorney's fee of ten dollars to the plaintiff's attorney in such action, which fee this mortgage also secured.

In witness whereof, the said part of the first part hambereunto set hand the day and year first above written.

G. W.Stout.

State of Oklahoma)

Tulsa County ) Before me, the undersigned, a Notary Public, in and for said County and State, on this 23 day of Septemmer, A.D. 1924, personally appeared G.W. Stout, a single man 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 actand deed, dfor the uses and purposes therein set forth.

(SEAL) Estelle M. Montgomery, Notary Public.

My commission expires Feb. 8, 1927.

Filed for record in Tulsa County, Oklaph Sept. 25, 1924, at 1135 A.M. recorded inbook 491, page 61%, Brady Brown, Deputy,

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

268141 - BH

RUCHT OF WAY CONDRACT.

For and inconsideration of the sum of ten \$10,000 dollars, the receipt of which is hereby acknowledged, Wiloby Winchester, and Ellen Winchester, husband and wife, hereafter called the grantors, hereby grant unto C. H. Terwilleger, hereafter called the grantee, the right to lay, maintain, inspect, operate, replace, charge or remove a shackle

441

OCOMAND WE C

J.