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TEEASUBER'S ENDORSEMENT. I hereby county that I received S. S. and issued Receive No. 1.5014 therefor in payment of morigage tax on the watch meximum. Danest Rec. 3 day of JULY 153 4 W. W. Stuckey, County Joan fr M. SECOND MORTCAGE STATE OF OKLAHOMA COUNTY OF TULSA

THIS INDENTURE, made this first day of May A. D. 1924, between Frank J. Manley and Mary H. Manley, <u>1</u> Tulsa County, in the State of Oklahoma, of the first ER COMPANY, of Kensas City. Missouri, of the second part:

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part, and DICKASON GOODMAN LUMBER COMPANY, of Kansas City, Missouri, of the second part; WITNESSETH, That said parties of the first part, in consideration of the sum of

Two Thousand Dollars, the receipt of which is hereby acknowledged, do by these presents Grant Bargain, Sell and Convey unto said party of the second part, its successors and assigns, the following described real estate in Tulsa County, State of Oklahoma, to-wit:

All of Lots numbered One (1) and Two (2) in block numbered Nine

(9) in Overlook Part Addition according to the amended plat the retd of the City of Tulsa .

TO HAVE AND TO HOLD the same, together with all the appurtenances thereunto belonging, or in anywise appertaining forever; and warrant the title to the same.

Subject to a First Mortgage of Three Thousand Five Hundred Dollars (\$3500.00) in favor of the Local Building & Loan Association of Oklahoma City, Oklahoma, recorded in Bock ----- Page ----- on ------ 1924, at the office of the recorder of Tulsa County of Tulsa, Oklahoma.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas, said parties of the first part have this day executed and delivered to said party of the second part, one certain promissory note dated May 1st 1924, Oklahoma ,/A. D. 19----- for \$2000.00, due two years after date, with 8% interest per amoun from date until paid.

Now, if said parties of the first part shall pay or cause to be paid said party of the second part, its heirs or assigns, said sum or sums of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents 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, or 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, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive any appraisement of said Real Estate and all benefit of the Homestead Exemption and Stay Laws of the State of Oklahoma . And the said parties of the firstpart agree to pay \$200.00 attorney's fees on foreclosure.

IN WITNESS WHEREOF The said parties of the first part have hereunto set_their hands the day and year first above written.

Frank J. Manley Mary H. Manley

STATE OF OKLAHOMA COUNTY OF TUL SA

SS.

BEFORE ME Lois L. Gillespie in and for said County and State, on this lat day of May A. D. 1924, personally appeared Frank J. Manley and Mary H. Manley 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.

GIVEN UNDER MY HAND and official seal, this 1 day of May A. D. 1924.