

as their free and voluntary act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My Notarial Commission expires Dec. 11, 1927 (SEAL) Forreest C. Welch, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Aug 22, 1924 at 8:30 o'clock A. M.
in Book 494, page 227

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

265834 Q. J.

MORTGAGE OF REAL ESTATE

THIS MORTGAGE WAS ENDORSED
IN BOOK 494, PAGE 227
16271
23 August 4
G. M.

THIS INDENTURE, Made this 14th day of August, A. D. 1924, between R. E. Martin of Muskogee County, in the State of Oklahoma, of the first part, and FRICK-REID SUPPLY COMPANY, a corporation, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, The said party of the first part, in consideration of the sum of Four Hundred Sixty-four and 64/100 DOLLARS, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell and convey unto said party of the second part its successors and assigns, the following described REAL and personal ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: Oil and gas mining leasehold and appurtenances thereto, located upon the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Seven (7), Township Twenty-two (22) North, Range Fourteen (14) East, Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said R. E. Martin has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows:

One note, dated August 14, 1924, payable to the order of Frick-Reid Supply Company, at its office in the City of Tulsa, Oklahoma, for the sum of Four Hundred Sixty-four Dollars and Sixty-four Cents (\$464.64), due sixty days after date, and bearing interest from date until paid at the rate of six (6) per cent. per annum.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage 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, and 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, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

R. E. Martin

STATE OF OKLAHOMA,)

TULSA COUNTY,)

SS. Before me, Mabel L. Young a Notary Public in and for said