

be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid and collected and the lien thereon enforced in the same manner as the principal debt hereby secured.

The foregoing covenants being performed, this conveyance shall be void, otherwise this mortgage shall be in full force and effect.

IN TESTIMONY WHEREOF, The said party of the first part have hereunto set their hands this 19th day of August nineteen hundred twenty-four.

ATTEST

J. W. Whitney

E. A. Lilly

Etta M. Whitney

M. V. Lilly

State of OKLAHOMA

ss.

TULSA COUNTY

Before me, a Notary Public, in and for said County and State, on this Twenty-second of August 1924 personally appeared J. W. Whitney and Etta M. Whitney, his wife 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.

My commission expires March 26th, 1925

(SEAL)

E. A. Lilly, Notary Public

Residence Tulsa, Oklahoma.

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 22, 1924 at 11:30 o'clock A. M. in Book 494, page 229

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

265844 C.J.

MORTGAGE

THE INTER-STATE MORTGAGE TRUST COMPANY

KNOW ALL MEN BY THESE PRESENTS, That J. W. Whitney and

Etta M. Whitney, his wife party of the first part, in

consideration of the sum of One Hundred Fifty and

No/100 DOLLARS, in hand paid, do hereby sell and

convey unto THE INTER-STATE MORTGAGE TRUST COMPANY,

party of the second part, the following described premises, situated in the county of Tulsa State of Oklahoma, to wit:

Lot Six (6), Block Three (3) Bellview Addition to the City of Tulsa,

according to the recorded plat thereof,

The intention being to convey hereby an absolute title in fee simple, including all rights of homestead, to have and to hold the premises above described, with all the appurtenances thereunto belonging, unto the said THE INTER-STATE MORTGAGE TRUST COMPANY and to its successors or assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express conditions, that if the said party of the first part, their heirs, executors, or administrators shall pay or cause to be paid to the said THE INTER-STATE MORTGAGE TRUST COMPANY, its successors or assigns, the sum of One Hundred Fifty and No/100 DOLLARS, with interest thereon at the rate of ten per cent per annum, payable semi-annually after maturity and until the same is fully paid, according to the tenor and effect of the one promissory note of said party of the first part, bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

The said first party for himself, his heirs, assigns, executors or administrators, covenants and agrees with the second party that he is lawfully seized of the above described premises, and has good right to convey same; that he will not commit or suffer waste on said premises; that he will pay all taxes and assessments levied upon said real estate before