

the total amount of said indebtedness being One Thousand One Hundred Thirty and 29/100 Dollars (\$1,130.29); and

WHEREAS, the said indebtedness is for work, labor and material had, done and performed on a certain building, situate on Lot Four (4), in Block Six (6) of Norvell Park Addition to the City of Tulsa, Tulsa County, Oklahoma; and

WHEREAS, all of the above named creditors of the said ARTHUR RIES have released any and all statutory liens that they held against said property, for work, labor and material furnished, in order that the said ARTHUR RIES might give to the Tulsa Building & Loan Association his first mortgage against said premises, for the sum of FIVE THOUSAND DOLLARS (\$5000.00) and give to W. R. OVERBECK his second mortgage on the same for the sum of ONE THOUSAND DOLLARS (\$1000.00); and

WHEREAS, the said ARTHUR RIES is desirous of securing his said creditors for the full amount due by him to each of them and, in order to secure said amount to his said creditors, he is by this instrument of writing, as hereinafter set forth, executing to SAM A. NEELY, as Trustee, his mortgage for the sum of ONE THOUSAND ONE HUNDRED THIRTY and 29/100 DOLLARS (\$1,130.29), the same being due and payable on the 1st day of January, 1925, and to bear interest at the rate of Eight per cent (8%) per annum, he, the said Trustee, to take and hold such note and mortgage for the use and benefit of his said several creditors, hereinabove set out, to the respective amounts set opposite each name, the said creditors to take the said security equally and without priority one to the other.

NOW, THEREFORE,

THIS INDENTURE, made this the 11th day of September, 1924, by and between ARTHUR RIES joined by his wife, Bernice Ries, of the City of Tulsa, Tulsa County, in the State of Oklahoma, parties of the first part, and SAM A. NEELY, Trustee, of the City of Tulsa, Tulsa County, in the State of Oklahoma, party of the second part:

WITNESSETH:

That the parties of the first part, in consideration of the sum of ONE THOUSAND ONE HUNDRED THIRTY and 29/100 DOLLARS (\$1130.29), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, his successors and assigns, all of the following described real estate, situate in Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block Six (6), Norvell Park Addition to the City of Tulsa, Tulsa County, Oklahoma.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

This conveyance is intended as a mortgage, to secure the payment of One Promissory note, of even date herewith, for the sum of One Thousand One Hundred Thirty and 29/100 Dollars (\$1,130.29), made to SAM A. NEELY, Trustee, or Order, payable at the Security National Bank of Tulsa, Tulsa Oklahoma, with Eight per cent (8%) interest per annum from date, and signed by the parties of the first part hereto.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances, save and except only one first mortgage, given by the parties of the first part to the Tulsa Building & Loan Association, for the sum of Five Thousand Dollars (\$5000.00), and one second mortgage, given by said parties on said premises to W. R. Overbeck, for the sum of One Thousand Dollars (\$1000.00). That they have good right and authority to convey and incumber the same and they warrant and will defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of Twelve Hundred Dollars (\$1200.00) for the benefit of the mortgagee, and maintain such insurance during the existence of