promissory note, bearing date September 16th, 1924, due September 16th, 1929.

Provided Always, That this instrument is made, and executed and delivered upon the following conditions, to wit: that the said first party hereby covenants and agrees to pay all taxes and assessments of said and when the same shall become due and keep up all repairs and not commit waste, or allow waste to be committed on the premises, and to insure, and keep insured in favor of the second parties, building on said premises.

It is further expressly agreed, by and between the parties hereto that if any default in made in the principal sum of this mortgage, or any interest installment or taxes or the insurance premiums, on in case \underline{o} the breach of any of the covenants herein contained, the whole of the said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the said second party shall be entitled to possession of the premises and all rents and profits therefrom.

Seid party of the first part agrees that in event that for eclosure action is instituted that he will pay a reasonable attorney fee, not exceeding ten per cent of the face of the mortgage.

Party of the first part, for and in consideration of the foregoing covenants, doth hereby waive appraisement and exemptions homestead and stay laws of the State of Oklahoma. Dated this 16th day of September, 1924.

P. A. Chappelle

State of Oklahoma County of Tulsa;

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Before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of September, 1924, personally appeared, P. A. Chappelle, 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 voluntary act and deed, and for the parposes there in stated.

Witness my signature and official seal the day and year last above written. My Commission expires Dec. 13, 1924 (SEAL) H: Augustus Guess, Notary Public Filed for record in Tulss County, Tulsa Oklahoma, Sept 23, 1924 at 3:30 o'clock P. M. in Book 494, page 526

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

268040 C.J. TRUSTEE'S DEED

THIS INDENTURE, made this 23rd day of September 1924 between TITLE GUARANTEE & TRUST COMPANY, a corporation of Tulsa, Oklahoma, as Trustee, party of the first part, and BRUCE S. INTERNAL REVENUE RUSSELL, party of the second part.

WITNESSETH: That in consideration of the sum of one lollar (\$1.00) and other good and valuable considerations the receipt of which is hereby acknowledged, said party of the first part does by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following described real estate, situated in the County of Tulse, State of Oklahoma, to-wit:

Lot Number One (1) in Block Number One (1) of Cliness Crest Addition to the City of Tulss, according to the recorded plat thereof.

TO HAve ANDTO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Said Trustee on behalf of those owning the beneficial interest in said real estate at the time of the execution of this Deed as is shown in a certain Warranty Deed dated June 21, 1924 between Murray D. Russell and Lucile D. Russell , his wife, F. A. Haver and Maud S. Haver, his wife, Ralph M. Darnell and Dencie E. Darnell, his wife, all of Tulss, Oklahoma,

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