

of the second part.

WITNESSETH, that said parties of the first part in consideration of the sum of Three Thousand One Hundred and -----No/100 Dollars the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described real estate, situated in the County of Tulsa, and State of Oklahoma, to-wit:

East half of Northeast Quarter of Sec. 5, Township 19, North, Range 12 East, less a tract containing 1 acre commencing 663 feet South of N. E. Corner of Sec. 5 and 25 ft, west of section line, thence west 395 feet, thence south 100 ft., thence east 395 ft., thence north 100 ft, to place of beginning; and also less a tract containing 2 acres, commencing 1223 feet south of Northeast corner of said section 5, and 25 feet west of the section line, thence west 395 ft., thence south 200 ft., thence east 395 ft., thence north 200 ft., to place of beginning.

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. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said land in case of sale under foreclosure.

PROVIDED ALWAYS, and these presents are upon the express condition, that whereas said Grace L. Lynch and R. E. Lynch have this day executed and delivered a certain promissory note in writing to said part of the second part, of which the following is a statement,

Dated 7/31/1924 for the sum of \$3100.00 (Three Thousand One Hundred and No/100 with interest at the rate of 8 per cent per annum. Note payable Twenty-four (24) months after said date and signed by Grace L. Lynch and R. E. Lynch.

This mortgage given subject to the lien of any prior mortgages this date shown upon the records of Tulsa County, Oklahoma.

Now, if said parties of the first part shall pay or cause to be paid to the said parties of the second part, their heirs 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 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, 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, then the whole of said sum or sums and interest thereon, together with an attorney's fee of 10% shall by these presents become due and payable, and said part of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, the said parties of the first part have set their hands and seals the day and year first above written.

R. E. Lynch.
Grace L. Lynch.

STATE OF OKLAHOMA, }
COUNTY OF TULSA. } SS.

Before me, David Beaver, a Notary Public, within and for said County and State, on this 31st day of July, 1924, personally appeared Grace L. Lynch, and R. E. Lynch to me known to be the identical persons who executed the within and fore-