

Dollars.

3. If said property at the end of twelve months has not been sold for the sum of Eighty Thousand (\$80,000.00) Dollars, as herein set forth, or if the said Alf G. Heggem has not paid to the Title Guarantee & Trust Company the sum of Eighty Thousand (\$80,000.00) Dollars within the said Twelve months, to sell the property within the three (3) months period following the twelve months, at the best price obtainable.

4. To convey by its warranty deed absolute title to the purchaser thereof, within the terms of the trusts herein imposed, free, clear and discharged from any liens, mortgages, taxes or incumbrances whatsoever, without any duty upon the part of the purchase to see to any application of the purchase price thereof by said trustee or otherwise.

IN WITNESS WHEREOF, we have signed and delivered this deed, this the 23 day of September, 1924.

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

Alf G. Heggem.

Bertha Pearl Heggem.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 25 day of September, 1924, personally appeared Alf G. Heggem and Bertha Pearl Heggem, 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.

(Seal) My commission expires: Nov. 1, 1925.

Dove Gosney, Notary Public.

Filed for record in Tulsa County, Tulsa Oklahoma on Sept. 26, 1924 at 11:00 A. M. recorded in book 496, page 544.
By Brady Brown, Deputy.

(SEAL)

O. G. Weaver, County Clerk.

268227-CW.

M O R T G A G E

This indenture made this 22nd, day of September A. D. 1924, between P. B. Fleener and Alva Mae Fleener, his wife, of Tulsa County, in the State of Oklahoma of the first part and A. J. McCartney of Tulsa, Tulsa County, in the State of Oklahoma, of the Second part. WITNESSETH, That said parties of the first part in consideration of Twenty seven hundred fifty and No/100 Dollars (\$2750.00) the receipt of which is hereby acknowledged, does by those presents, grant, bargain, sell and convey unto said party of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The West forty-eight (48) feet of Lot Six (6) and the East Two (2) feet of Lot Five (5) of Block 5 Highlands First Addition to Tulsa, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his heirs 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 first parties have this day executed and delivered three certain promissory notes in writing to said party of the second part described as follows: One Note for \$250.00 due March 1st, 1925,; One Note for \$500.00 due September 1st, 1925, One Note for \$2000.00 due September 22nd, 1926. All bearing interest at the rate of eight per cent per annum payable semi-annually. This mortgage is given subject to a first mortgage of record for \$4000 in favor of The Home Building and Loan Association of Tulsa, Okla.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described notes 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

COMPARED BY
P. S. and J. M.

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