

and State, on this 8th day of October, 1924, personally appeared M. A. Blackburn, 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 and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

(SEAL) C. E. Kirkley, Notary Public.

My commission expires Feb. 18, 1925.

Filed for record in Tulsa Co. Okla. on Oct. 13, 1924, at 11:30 A.M. and recorded in book 497, page 110, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

269392 - BH

*Smith  
(Edison Sts)*

REAL ESTATE MORTGAGE.

Know all men by these presents that Elmer R. Wells <sup>and</sup> Ruth E. Wells, of Tulsa County, in the State of Oklahoma, part<sup>3</sup> of the first part, have mortgaged and hereby mortgage to John H. Osborn of Tulsa County, Oklahoma, of party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: The west one half ( $\frac{1}{2}$ ) of the north one hundred thirty two (132) feet and the north half ( $\frac{1}{2}$ ) of the east half ( $\frac{1}{2}$ ) of the north one hundred thirty two (132) feet of lot number three (3) section three (3) township nineteen (19) north, range twelve, east, in Tulsa County, Oklahoma, with all the improvements thereon, and appurtenances thereunto belonging, and warrant the title to the same.

Provided, always, and these presents are upon this express condition that whereas said Elmer R. Wells and Ruth E. Wells, his wife, have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: One note dated October 11th, 1924 for \$1500.00 bearing 10% interest per annum, payable semi-annually and due October 11th, 1925. When \$250.00 is paid the second party agrees to release the north half ( $\frac{1}{2}$ ) of the east half ( $\frac{1}{2}$ ) of the north one hundred thirty two (132) feet of said above described land and agrees to accept said payment any time before maturity.

Now, if the said parties of the first part shall pay or cause to be paid to the said party of the second part his heirs, assigns, the 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 of 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 by law are due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable and said party of the second part shall be entitled to the possession of said premises.

Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder of holders of this mortgage, to the amount of fifteen hundred dollars, loss, if any, payable to the mortgagee or his assigns. An attorney fee of \$10.00 and 10% of any balance - dollars, may be taxed and be made part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

In witness whereof, the said parties of the first part have hereunto set their hands