

thereon, whether as attorneys fees, costs or otherwise with interest thereon at the rate of ten per cent per annum, is secured hereby, and may be included in a foreclosure hereof and the said part of the first part hereby expressly waive appraisement of said premises. And all covenants and agreements herein contained shall run with the land herein conveyed. It is further covenanted and agreed by the said part of the first part that in case of default in payments as herein provided the said party of the second part or the legal holder hereof upon the institution of suit to foreclose shall be entitled to the possession of said property by a receiver or otherwise, as it it may elect. The foregoing covenants being performed this conveyance to be void; otherwise in full force and effect.

This mortgage shall in all respects be governed and construed by the laws of the State of Oklahoma at the date of its execution.

Signed and delivered this 29th day of October, 1924.

Nelle Murray,  
P. J. Murray

State of Oklahoma, County of Tulsa, SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29th day of October, A.D. 1924, personally appeared Nelle Murray and P. J. Murray, her husband 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.

Witness my hand and official seal the day above written.

(SEAL) Chas. B. Carden, Notary Public.

My commission expires Sept. 13, 1927.

Filed for record in Tulsa Co. Okla. on Nov. 3, 1924, at 8:30 A.M. recorded in book 497, page 276. Brady Brown, Deputy,

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

271096 - BH

#### QUIT CLAIM DEED.

This indenture, made this 19th day of July, A.D. 1924, between Benjamin Ballenger <sup>and Fannie Ballenger,</sup> his wife of the first part, and Francis Ballenger of the second part,

Witnesseth, that said party of the first part, in consideration of the sum of one and no/100 dollars, and other valuable considerations to them duly paid, the receipt of which is hereby acknowledged, have quit claimed, granted, bargained, sold ~~and~~ conveyed, and by these presents do for themselves, heirs executors, <sup>and</sup> administrators, ~~and~~ disclaim, grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns, forever, all their right, title, interest, estate, claim and demand, both at law and equity in and to the following described property, to-wit:

All of our undivided one half interest in and to the northwest quarter of section thirty (30) and north east quarter of the north east quarter of section thirty (30) and the south east of the southeast quarter and the east half of the south west quarter of the south east quarter of section nineteen (19) all in township seventeen (17) north, range thirteen (13) east of the Indian Base and Meridian, Tulsa County, State of Oklahoma. And also all the east twenty four (24) feet of eight (8) block one (1) Riverside addition to the West Tulsa, Tulsa County, State of Oklahoma. We are the sole owners of the last described lot. Together with all and singular hereditaments and appurtenances thereto belonging.

To have and to hold the above described premises unto the said Francis Ballenger, his heirs and assigns, <sup>so</sup> that neither the said grantors or any person in their name and behalf,