

Oklahoma, to-wit:

Lot thirty three (33) block nine (9) Carbondale a subdivision of the west half (W/2) of the southeastquarter (SE/4) and the northeast quarter (NE/4) of the southeast quarter (SE/4) of section twenty seven (27) township nineteen (19) range twelve (12) Tulsa County, State of Oklahoma.

To have and to hold the same, together with a ll 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 G. H. Shepard and Minnie Anna Shepard have this day executed and delivered one certain promissory note in writing to said party of the second part, for \$1200.00 dated June 21st, 1924, payable in monthly installments of twenty five dollars, the first payment due Nov. 4, 1924, and a payment of \$25.00 each succeeding month thereafter until the full amount shall have been paid. Deferred payments draw interest from Oct. 1st, 1924, at the rate of 8% per annum; interest payable monthly on entire unpaid balance, and the first parties agree to keep the buildings insured for \$1000.00 and the mortgagors agree to pay \$100.00 attorney's fees on foreclosure.

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 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 before the same are by law made 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, and the said parties of the first part for said consideration, do hereby specially waive an appraisalment of said real estate and all the benefit of the homestead, exemption and stay laws of the State of Oklahoma.

In witness whereof, the said parties of the first part have hereunto set their hand the day and year first above written.

G. H. Shepard,
Minnie Anna Shepard.
anna

State of Oklahoma)

Tulsa County) SS Before me, F. A. Singler, a Notary Public, in and for County and State on this 26th day of June, 1924, personally appeared G. H. Shepard, and Minnie Anna Shepard, to me known to me 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 notarial seal the date above written.

(SEAL) F. A. Singler, Notary Public.

My commission expires October 13, 1926.

ASSIGNMENT.

Know all men by these presents: That Wm. Young, of Tulsa County, in the State of Oklahoma, the within named mortgagee, in consideration of the sum of one thousand dollars, to me in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey into West Tulsa State Bank, heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained, and recorded in book -- page-- Tulsa County.

To have and to hold the same forever, subject nevertheless, to the conditions therein