

of \$100.00 or any multiple thereof.

It is expressly agreed by and between said parties herto, that this mortgage is a first lien upon said premises; that the said parties of the first part will pay said interest at the times when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without the consent of the said second party.

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises, or other sums necessary to protect the rights of said second party, or assigns, and recover the same from the first parties with five per cent interest, and that every such payment is secured hereby.

It is further agreed that upon the breach of warranty herein, or upon failure to pay when due, any sum, interest or principal secured herein, or any tax or assessment herein mentioned, or to comply with any requirements herein, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per centum per annum, said party of the second part shall be entitled to foreclose this mortgage according to law, and to have the said premises sold and the proceeds applied to the payment of the sum secured hereby; and said parties of the first part hereby agree in the event action is brought to foreclose this mortgage, that they will pay an attorney's fee of ten per cent of the principal, above shown which this mortgage also secures.

Dated this 13th day of September, A.D. 1924.

Tom Ryan,
Jessie Pearl Ryan.

State of Oklahoma)
Tulsa County) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of September, 1924, personally appeared Tom Ryan and Jessie Pearl Ryan, husband and 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.

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

(SEAL) A. M. Engle, Notary Public.

My commission expires April 5th, 1924.

Filed for record in Tulsa Co. Okla. on Oct. 7, 1924, at 4:25 P.M. recorded in book 497, page 73, Brady Brown, Deputy,

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

269014 - BH

WARRANTY DEED.

This indenture, made this 7th day of October, A.D. 1924, between Bettie Weaver, a widow, of Tulsa County in the State of Oklahoma, of the first part, and Sarah J. Barry, of the second part.

Witnesseth, that the said party of the first part in consideration of the sum of one dollar and other valuable considerations, the receipt whereof is hereby acknowledged, and the further consideration and as a condition of this deed to which the grants herein by accepting this deed assents and agrees; that the lot or lots hereby conveyed, shall not within a period of ten years from this date be used for any other than residence purposes that no residence that shall cost less than \$6000.00 including subsidiary buildings and improvements shall be built in the lot or lots hereby conveyed; that one resident only shall be built on

COMPARED BY
28-23

INTERNAL FILE
1.50
Cancelled