<u>--498</u>

nowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein stated, and in his capacity as guardian for the said Walker Blaine.

My commission expires March 29th, 1928 (SEAL) Johnnie Mohon, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Oct . 23, 1924 at 8:00 o'clock A. M. in Book 498, page 188

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

270273 O.J.

REAL ESTATE MORTGAGE

The FACTURE'S ENDORSEMENT
I through earner had I received \$2.3 and issued
Receip No. 1.7 Fother or in payment of mortgage
taken the which more age.

Dated this 7 day of 192 4

W. W. Stuckey, County Trackurer

THIS INDENTURE, made this 21st. day of October A. D.
1924, between H. K. Curtis and Sadie H. Curtis, husband
and wife of Osage county, in the State of Oklahoma, of
the first part, and H. G. Carson, Guardian of James G.
Blaine of Osage County, in the State of Oklahoma, of

the second part.

WITNESSETH: That said parties of the first part in consideration of the sum of Twenty Three Hundred (2300.00) and no/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said party of the second part his heirs and assigns, or successor all the following described REAL ESTATE, situated in Tulsa County and State of Oklahoma.

Lot Eleven (11), Block Ten (10), Wakefield Addition to the City of Tulsa.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his heirs and assigns or successor together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

PROVIDED, ALWAYS, and these presents are upon this express condition, that whereas said H. K. Curtis and PH------, husband and wife have this day executed and delivered their certain promissory note in writing to said parties of the second part, described as follows:

One note of even date hereof, due five years after date, bearing interest at the rate of seven

(7) per cent per annum.said note being in the sum of \$2500.60.

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 this mortgage 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 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 made due and payable the whole of said sum or sums, and interest thereon, shall 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 expressly waive an appraisement of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

IN WINESS WEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

H. K. Curtis Sadie H. Curtis

State of Oklahoma, Osage County, ss.

Before me, Minnie McLeughlin, a Notary Public in and for said County and State, on this 21st day of October 1924, personally appeared H. K. Curtis and Sadie Curtis, 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

SCOMPARED BY

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