

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

190 feet fronting on the West on the South End of 12th street, south point of the west part of the Northwest quarter of the Northwest quarter of the Southwest Quarter of the South East quarter of Section 29, Township 22N. Range 14 East, said first parties do not own the Real Estate, but have a lease on it.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part its heirs and assigns, together with all 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 Z. Z. Eskew and C. E. Eskew, have this day executed and delivered 14 certain promissory notes in writing to said party of the second part described as follows:

13 notes for \$10.00 each payable the 17th day of each month beginning Nov. 17th, 1924 and one note for \$5.84 payable, on the 17th day of Jan. 1926.

LAMBERT LUMBER COMPANY

Collinsville, Oklahoma Nov. 17th, 1924.

For value received, we promise to pay to the order of LAMBERT LUMBER COMPANY at their office in Collinsville, Okla One Hundred Thirty-five and 84/100 DOLLARS payable as follows, to-wit:

\$10.00 on the 17th day of Dec. 1924 \$10.00 on the 17th day of June, 1925.
 \$10.00 on the 17th day of Jan. 1925 \$10.00 on the 17th day of July, 1925
 \$10.00 on the 17th day of Feb. 1925 \$10.00 on the 17th day of August 1925.
 \$10.00 on the 17th day of Mch. 1925 \$10.00 on the 17th day of Sept. 1925.
 \$10.00 on the 17th day of April 1925 \$10.00 on the 17th day of Oct. 1925.
 \$10.00 on the 17th day of May 1925. \$10.00 on the 17th day of Nov. 1925
 \$10.00 on the 17th day of Dec. 1925 \$5.84 on the 17th day of Jan. 1926.

With interest thereon at the rate of ---per cent per annum from ----until paid, and if default be made in the payment of any of said installments when due, or any part thereof, then the whole of said sum of money shall become immediately due and payable, and shall draw interest at the rate mentioned above from date hereof. If suit be instituted we agree that judgment may be rendered for Ten Dollars and Ten per cent additional as attorney's fees. This note is given for the purchase price of certain lumber and other building materials purchased by the makers herof from said Lambert Lumber Company to be used for the erection of improvements upon the following estate owned by maker thereof; real estate described in Mortgage--County, State of Oklahoma, to-wit: ---- and such building materials were actually used by us in the construction of improvements upon the said real estate, and said Lambert Lumber Company has a good and valid lien on said above described property to the extent of the indebtedness evidenced hereby until all of said indebtedness and interest shall have been fully paid.

It is also understood and agreed that the said material was ~~not~~ furnished on the 17th day of Nov. 1924.

Z. Z. Eskew

C. E. Eskew

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part its 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 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