

presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Being part of Lot number 7 of Section Eleven, Township Nineteen (19) North, Range Twelve (12), more particularly described as being on the Westerly side of Elwood Avenue in Lynn Lane Township, near the City of Tulsa, at a point 360 feet South of the Quarter Section corner between Sections 11 & 12 running thence South along Elwood Ave. or the Section Line, as it is variously called a distance of 124 feet to a point; Thence West 722 feet to a point on the left bank of the Arkansas River; thence up said left bank to a point due West of the place of Beginning; and thence East 800 feet to the place of beginning. It being the same property which the said Geo. E. Clote, et ux. by their deed of even date herewith granted and conveyed to the said Martha C. McNary. This mortgage and note being given to secure the unpaid balance of the purchase money.

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

PROBIDED ALWAYS, and these presents are upon the express condition that whereas said Martha C. McNary & W. O. McNary, have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

Promissory note payable one year after date, with interest at 8% For Fifteen Hundred (\$1,500.00) Dollars, dated July 3rd, 1909.

It is understood and agreed that the makers of said note may pay the same or any part thereof in payments of not less than \$500.00 at any time before due.

Now, if said parties of the first part shall pay or cause to be paid to the 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 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 when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then 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 appraisalment of said real estate and all 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 hands the day and year first above written.

Witness.

Martha C. McNary

Margaret L. Brennen

Wm. O. McNary.

STATE OF PENNSYLVANIA,)
: SS.
ALLEGHENY COUNTY.)

BEFORE ME, Margaret L. Brennen, a Notary Public, in and for said County and State, on this seventh day of July 1909, personally appeared Martha C. McNary, wife of Wm. O. McNary, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Margaret L. Brennen, Notary Public.

(SEAL) My Commission expires February 2nd, 1910