STATE OF OKLAHOMA, COUNTY OF TUESA,

j ss.

Before me, Bessie Crabtree, a Notary Fublic in and for said County and State, on this 7th day of June, A. D. 1922, personally appeared James Constantine and OLIVE CONSTANTINE, his wife, to me known to be the identical persons described in and 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.

ACKN OW LE DGEMENT

WITNESS my hand and official seal, the day and year above set forth. My commission expires Jan. 29, A. D. 1923. (SEAL) Bessie Crabtree, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, June 17, 1922 at 12:00 o'clock M. in Book 406, page 233

(SEAL)

By Chas. Haley, Dep uty

202536 C. J.

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TREASURER'S ENDORSEMENT I hereby certify that I received \$\_\_\_\_\_ and issued Receipt 1:0.2.2.9.\_\_\_\_ therefor in payment of mortgage tax on the within mortgage Dated this\_\_\_\_\_ day of \_\_\_\_\_\_ 192.\_\_\_ WAYNE I\_\_\_ DICKEY, County Treasurer REAL ESTATE MORTGAGE THIS INDENTURE, Made this 27th day of May, A.D. 1922, between JAMES CONSTANTINE and OLIVE CONSTANTINE, his wife, of Tulsa County, in the<sup>[1]</sup> State of Oklahoma, parties of the first part, and L. L. HUTCHISCH, of Tulsa County, State

O. D. Lawson, County Clerk

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of Oklahoma, party of the second part: W I T NE SSETH,

R Williams Deputy

That said Parties of the first part, in consideration of the sum of Sixteen Thousand Four Hundred Seventy and No/100 Dollars (\$16,470.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate situat ed in Tulsa County and State of Oklahoma, to-wit:

Lot Six (6) in Block One Hundred Sixty-four (164) in the City of Tulsa,

Tulsa County, Oklahoma, according to the Recorded plat thereof.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of three (5) promissory notes of even date herewith, one for Three Thousand Three Hundred Sixty and No/100 Dollars (\$3560.00), due on or before July 6, 1923; one for Four Thousand Seven Hundred Ninety and No/100 Pollars (\$4790.00), due on or before January 6, 1924; and one for Eight Thousand Three Hundred Twenty and No/100 Dollars (\$8320.00), due on or before July 6, 1924; made to L. L. Hutchison or order, payable at Tulsa, Oklahoma, with interest at the rate of ten per cent (10%) per annum after maturity, and signed by James Constantine and Ulive Constantine.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of allincumbrances except a deed of trust dated May 18, 1922, to EXCHANGE TRUST COMPANY, Trustee, securing the payment of sixty (6 0) bonds in the aggregate amount of Thirty Thousand and No/100 Dollars ()30,000.00), to which deed of trust this mortgage is second and subordinate; that they have good right end authority to convey and encumber the same, and they will warrant and defend the dame against the lawful claims of all persons whomspever, . Said first parties agree to insure the buildings on said premises in the sum of Thirty-five Thousand and No/100 Dollars ()35,000.00) for the benefit of the first and second mortgagees and maintain such insur-