

free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal in said County the day and date first above written.

My Commission expires June 13, 1925

(SEAL) James H. Elliott, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov 28, 1922 at 4:30 o'clock P. M. in Book 427, page 558

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

215051 C.J. COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$250 and issued Receipt No. 1052 therefor in payment of mortgage tax on the within mortgage.

Dated this 12 day of Oct 1922

W. H. DICKER, County Treasurer

J. H. DICKER, County Treasurer

Rogers and Tulsa and State of Oklahoma, parties of the first part, and THE GRAVES FARM LOAN INVESTMENT COMPANY (a Corporation), of Pittsburg, Kansas, party of the second part,

FIRST REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 3rd day of October in the year of our Lord one Thousand Nine Hundred Twenty Two by and between D. J. Cummings and Margorete Cummings, (his Wife) of the County of

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twenty Five Hundred and No/100 DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors or assigns, forever, all of the following described tract pieceor parcel of land lying and situate in the County of Rogers and Tulsa and State of Oklahoma, to-wit:

The South Half, (S2) of the South West Quarter, (SW4) of the North West Quarter, (NW4) And the North West Quarter, (NW4) of the South West Quarter, (SW4) of the North West Quarter, (NW4) of Section Thirty Four, (34) And the South Half (S2) of the North East Quarter, (NE4) of Section Thirty Three (33) All in Township Twenty Two (22) North Range Fourteen, (14) East of the Indian Base and meridian containing one hundred and ten acres more or less according to the government survey thereof,

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and all rights of homestead exemption, unto said party of the second part, and to its successors or assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST-- Said D. J. Cummings and Margorete Cummings, (his Wife) justly indebted unto the said party of the second part, in the principal sum of Twenty Five Hundred and No/100 DOLLARS, in lawful money of the United States, being for a loan thereof made by the said party of the second part, and payable according to the tenor and effect of one certain negotiable promissory note bearing even date herewith, payable to the order of said The Graves Farm Loan Investment company at the Chase National