

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.

WITNESS my hand and Official Seal the day and year last above written.

My Commission Expires May 21, 1925 (SEAL) Fred D. Oiler, Notary Public

State of Oklahoma,)
County of Tulsa,) SS.

Before me, the undersigned, a Notary Public in and for the said County and State, on this 12th day of December, A. D. 1922, appeared Peter Kerr Higgins to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as his attorney-in-fact and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of William W. Higgins for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My commission expires May 11th, 1922 (SEAL) Marie B. Kneidl, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 14, 1922 at 2:25 o'clock P. M.
in Book 430, page 392

By F. Delman, Deputy (SEAL) O. D. Lawson, County Clerk

216462 C. J.

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

THAT, John S. Davenport, Charles E. Buchner, and Irene Buchner, his wife, Fred E. Bossard, and Estella T. Bossard, his wife, William W. Higgins, and Katie Gibbs Higgins his wife, by Peter Kerr Higgins, Attorney-in-fact, parties of the first part, have mortgaged and hereby mortgage to Virginia M. Davenport, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block One (1) Orcutt Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof

with all improvements thereon and appurtenances thereto belonging, and warrant the title to same.

This mortgage is given to secure the principal sum of Nineteen Hundred and Sixty and 82/100 (\$1960.82) Dollars, with interest thereon at the rate of 8 per cent per annum, payable semi-annually from date, according to the terms of the certain promissory note, described as follows to-wit:

One promissory note of even date hereof, due in 90 days from date hereof, in the sum of Nineteen Hundred and Sixty and 82/100 dollars, payable to second party, bearing interest at the rate of 8 per cent per annum from date until paid, executed by first parties and payable at the Exchange National Bank, Tulsa, Oklahoma

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: that the said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of second party, buildings on said premises.

It is further expressly agreed, by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed, and said second party shall be entitled to the

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1960.82 and issued Receipt No. 2229 therefor in payment of mortgage to be on the within mortgage.

Dated this 14th day of Dec. 1922

WAYNE L. DICKEY, County Treasurer

Deputy