

North, range thirteen (13) east of the Indian Base and  
Meridian, in Tulsa County, State of Oklahoma,

in Tulsa County, State of Oklahoma, for the sum of four thousand & no/100 (\$4,000.00) dollars paid and to be paid as follows: \$500.00 cash in hand, receipt of which is hereby acknowledged, \$300.00 on March 1st, 1923, \$300.00 on September 1st, 1923, and a like sum every six months thereafter until said purchase price is paid in full, together with interest on said principal sum at eight per cent per annum from date, payable semi-annually as per terms and second party's promissory notes in favor of first party, this day executed and delivered,

From August 31st, 1922 second party shall have possession of said premises, and shall not commit nor suffer to be permitted any waste thereon; shall keep all improvements in as good condition as they are now in, usual wear and inevitable casualty excepted, and shall pay all taxes hereafter becoming payable. But should second party fail to keep and perform all the foregoing conditions, or to make said payments of purchase money or taxes as same become due, then, at the option of said first party, this contract shall be void and the payments made shall be retained as rent for the use of said premises, or first party may declare the entire balance of purchase money due and payable at once; in either of which events first party shall recover immediate possession of premises. Notice of the election to exercise either of said options is hereby waived. The party of the first part agree to give clear title and warranty deed and take mortgage back for unpaid balance of purchase price on or before April 1st, 1924.

This contract shall extend and be binding upon the heirs of the parties hereto.

In construing this instrument the words "first party" and "second party" wherever used, shall be held to mean the parties named in the preamble as parties hereto.

Executed and delivered this 31st day of August, A.D. 1922.

Witnesses:

Merle F. Colwell,  
John A. Robinson,  
Leo M. Robinson.

State of Oklahoma )  
County of Tulsa ) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31st day of August, 1922, personally appeared Merle Colwell, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires Sept. 7, 1925.

(SEAL) W. H. Hull, Notary Public.

Filed for record in Tulsa County, Okla. on Dec. 4, 1922, at 11:10 A.M. and duly recorded in book 431, page 413, By F. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk.

215378.- BH

COMPARED

FIRST MORTGAGE.

This indenture, made this 20th day of November, in the year of our Lord one thousand nine hundred twenty two, by and between Josephine Pennington, nee [unclear] and James R. Pennington, husband and wife, of the County of Tulsa, and State of Oklahoma, parties of the first part, and The Walton Trust Company, of Kansas City, Missouri, party of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Thirty five hundred dollars, to them in hand paid by the said party of the second

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$3,500 and issued  
therefor in payment of mortgage  
No. 431-4-13 of our day of Dec. 4, 1922  
at Tulsa, Oklahoma  
Dated this 4th day of Dec. 1922  
WAYNE L. RICKY, County Treasurer