

recorded in book 432, page 242, By Brady Brown, Deputy. (SEAL) O.H. Weaver, County Clerk.

218779 - BH

COMPARED

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REAL ESTATE MORTGAGE.

This indenture, made this first day of December, in the year of our Lord one thousand nine hundred twenty two, by and between J.D. Walker and Nannie Walker his wife, of the County of Tulsa and State of Oklahoma, hereinafter known as party of the first part, and Commerce Trust Company, a corporation, of Kansas City, party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the sum of four thousand and no/100 dollars the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell, convey and confirm, unto said party of the second part and to its successors and assigns, forever all of the following described real estate, lying and situated in the County of Tulsa, State of Oklahoma.

The south half of the southeast quarter of section

thirty five (35) township eighteen (18), north range one (1) north of the Indian Meridian, containing 80 acres, more or less, according to Government survey;

thirteen (13) east, of the Indian Meridian, containing 80 acres, more or less, according to Government survey;

I hereby certify that I received \$4,000.00 and issued Receipt No. 218779 therefor in payment of mortgage dated this 1st day of Dec 1922
WAYNE L. DICKEY, County Treasurer

To have and to hold the same: With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and a full rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever. And the same 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 encumbrances, 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 and demands of all persons whomsoever.

provided always: And this instrument is made, executed and delivered upon the following conditions, to-wit:

First: Said J. D. Walker and Nannie Walker, his wife being justly indebted to said party of the second part in the principal sum of

Four thousand and no/100 dollars (\$4000.00) for money borrowed have executed and delivered to said party of the second part one certain principal promissory note numbered - - bearing even date herewith, for the sum of four thousand and no.100 dollars (\$4000.00) payable according to terms of said note, with interest thereon from date until maturity at the rate of six per cent per annum, payable annually on the first day of January, in each year, according to interest coupons attached to said note, both principal and interest payable to the order of the said party of the second part at its office in Kansas City, Missouri, in lawful money of the United States of America. Said note further provided that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holders, become due and payable, and both principal and interest are to bear interest at the rate of eight per cent per annum after maturity.