

ment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or effect this lease in so far as it covers a part or parts of said lands upon which the said leases or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof.

In testimony whereof we sign, this the 16th day of January, 1923.

Witnesses:

W. A. Palmer,
Luella Palmer.

COMPARED

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State on this 16th day of January, 1923, personally appeared W. A. Palmer and Luella Palmer, his wife to me known to be the identical person 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.

Given under my hand and seal the day and year last above written.

My commission expires March 2nd, 1925.

(SEAL) J. A. Reavis, Notary Public.

Filed for record in Tulsa County, Okla. on Feb. 9, 1923, at 9:30 A.M. and duly recorded in book 432, page 572, By Brady Brown, Deputy, (

(SEAL) O.G. Weaver, County Clerk.

221364 - BH

COMPARED

MORTGAGE OF REAL ESTATE.

This indenture, made this 8th day of February, A.D. 1923 between Stephen B. Nelson and Frances E. Nelson, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Frank L. Townsend of Tulsa, Oklahoma, Tulsa County, in the State of Oklahoma, of the second part.

Witnesseth, that said party of the first part, in consideration of the sum of thirty five hundred and no/100 dollars, 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 situate in Tulsa County, and State of Oklahoma, to-wit:

SW4 of NE4; SE4 of NE4; and lots 1 and 2 of Sec. 7; and
SW4 of NW4 and lots 3 and 4 of Sec. 8, all in T. 19 N, R.
11 E, subject to existing valid liens or mortgages.

To have and to hold the same, unto the said party of the second part, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever.

Provided, always, and these presents are upon this express condition, that whereas said parties have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: Dated Feb. 8, 1923, due Feb. 8, 1924 (1924), at 8% from date for \$3500.00.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not

TREASURER'S ENDORSEMENT
I hereby certify that I received \$100 and issued
Record No. 11175 therefor in payment of mortgage
tax on the within mortgage.
Dated this 1 day of Feb. 1923
WAYNE L. DICKEY, County Treasurer