

State of Oklahoma, covering the lot twenty three (23) Block one (1) in the Lynch Forsythe Addition to the City of Tulsa, Okla.

Witness my hand this 10 day of March, A.D. 1921.

In the presence of

L. W. Sumpter.

State of Oklahoma )

SS

Tulsa County )

Before me, A. R. Marr, a Notary Public, in and for said County and State, on this 9th day of March, 1921, personally appeared L. W. Sumpter 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.

Witness my hand and official seal the day and year last above ~~set forth~~ written.

My commission expires May 24, 1923.

(SEAL) A. R. Marr, Notary Public.

Filed for record in Tulsa County, Okla. on Feb. 12, 1923, at 10:00 AM. and duly recorded in book 432, page 588, By Brady Brown, Deputy.

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

221490 - BH

COMPARED

#### REAL ESTATE MORTGAGE.

This indenture, made this first day of February, 1923, between L. H. Woodyard and Mayme Woodyard of the County of Payne, and State of Oklahoma, parties of the first part, and C. S. Smith, party of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Fifteen hundred and no/100 dollars, in hand paid by said parties of the second part, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, sell, convey and confirm, unto the said party of the second part, and to his heirs, and assigns forever, all of the following described real estate, lying and situated in the County of Tulsa, and State of Oklahoma, to-wit:

Lot twenty three (23) Block one (1) Lynch-Forsythe Addition to City of Tulsa, Tulsa County, State of Oklahoma.

To have and to hold the same, with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof that 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 and to his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided always, and these presents are upon these express conditions. That if the said parties of the first part, their heirs or assigns, shall well and truly pay, or cause to be paid to the said party of the second part, his heirs and assigns the sum of fifteen hundred & no/100 dollars, with interest thereon at the time and in the manner specified in one certain promissory note of even date herewith, coupons attached, executed by the parties of the first part payable to the order of C. S. Smith, at Stillwater, Okla., both principal note and coupons payable with 10 per cent per annum from maturity until paid, according to the true intent and meaning thereof, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any of the principal, or interest, when the same is due, or failure to comply with any of the foregoing

TREASURERS ENDORSEMENT

I hereby certify that I received \$150.00 and interest thereon in payment of mortgage tax on the within mortgage.

Dated this 12th day of Feb. 1923

WAYNE L. DICKEY, County Treasurer

Deputy