

he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, Exchange Trust Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my notarial seal of office in said County and State the day and year last above written.

My commission expires May 15, 1924.

(SEAL) E. P. Jennings, Notary Public,

Filed for record in Tulsa County, Okla., on Feb 15, 1923, at 2:30 P.M. and duly recorded in book 432, page 627, By Brady Brown, Deputy,

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

221896 - BH

OKLAHOMA

MORTGAGE DEED.

COMPARED -

Parties

This indenture made the eighth day of February in the year one thousand nine hundred and twenty three, between Anna C. Roth and A. W. Roth, her husband - parties, hereinafter called the mortgagor, and the United States and Trust Company, a body corporate, organized under the laws of New York, hereinafter called the mortgagee.

Property

WITNESSETH: That the said mortgagor in consideration, of the sum of eight thousand and no/100 dollars to them paid by the said Mortgagee, do hereby grant, bargain, sell and convey to the said mortgagee, its successors and assigns forever, the following real estate situated at Tulsa in the County of Tulsa, and State of Oklahoma, and bounded and described as follows:

Lot six (6) seven (7) and eight (8) Block seven (7)

Morningside Addition to Tulsa, Oklahoma, as shown by

the recorded plat thereof,

Together with the buildings and improvements erected or to be erected thereon with all the appurtenances and all the rents, issues and profits arising and which may be had therefrom:

Warranty

To have and to hold the said premises with the appurtenances and all rents, issues and profits aforesaid unto the said mortgagee, its successors and assigns forever.

And the said mortgagor for themselves and their heirs do hereby covenant to and with the said mortgagee, its successors and assigns that the said mortgagor is lawfully seized of the premises aforesaid, that the said premises are free and clear of all incumbrances of every nature and kind whatsoever; and that the said mortgagor will forever warrant and defend the same with the appurtenances unto the said mortgagee, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

The condition of the foregoing conveyance is such that:

Description of note

Whereas, the said mortgagee has actually loaned and advanced to the said mortgagor and the said mortgagor has had and received and is justly indebted to the said mortgagee for the full sum of eight thousand and no/100 dollars for valued received, according to the tenor and effect of a certain principal promissory note for the order of said mortgagee, executed by said mortgagor and delivered to said mortgagee, bearing even date herewith and payable as provided in said note with interest on said principal sum at the rate of six and one-half per centum per annum from date until maturity, payable semi-annually on the first days of February and August, in each year, according to the coupon or interest notes thereto attached and therein referred to, both principal and interest being payable at The National Bank of Commerce, Tulsa, Oklahoma, in gold coin of the United States of America of the present standard of weight and fineness or its equivalent, together with the current rate of exchange on the City of