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Book 434, page 16

By Brady Brown, Deputy

(SEAL)

O. C. Weaver, County Clerk

217939 C. J.

COMPARED

M O R T G A G E.

THIS INDENTURE, Made this Second day of January in the year of our Lord One Thousand Nine Hundred Twenty-three by and between Henry R. Ketchum and Gertrude H. Ketchum, his wife, of the County of Tulsa and State of Oklahoma, hereinafter known as parties of the first part, and W. N. ROBINSON of Kansas City, Missouri, party of the second part:

WITNESSETH: That said parties of the first part, for and in consideration of the sum of FIVE (\$5.00) DOLLARS and other valuable consideration, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to his heirs and assigns, forever, all of the following described real estate and personal property, lying and situated in the County of Tulsa, State of Oklahoma, to-wit:

Lots Three (3) and Four (4) and the southerly Ten (10) feet of the westerly Fifty (50) feet of Lot Two (2) in Block One Hundred Six (106), in the City of Tulsa, Oklahoma, according to the official plat and survey thereof, together with all improvements thereon and all appurtenances thereunto belonging.

ALSO the hotel business and good will thereof, now known and conducted as the "HOTEL TULSA", located in the buildings situated upon the land above described; also all furniture, furnishings, fixtures, supplies, machinery and equipment now located in and about said building or buildings, and used or useful in connection with said hotel business; also all other personal property hereafter acquired by parties of the first part or their assigns and used or for use in connection with the conduct of said hotel business.

TO HAVE AND TO HOLD THE SAME; with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise 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 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, his heirs and assigns, forever, against the lawful claims and demands of all persons whatsoever.

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

FIRST: Said Henry R. Ketchum and Gertrude H. Ketchum, his wife, being justly indebted to said party of the second part in the principal sum of FIVE HUNDRED AND FIFTY THOUSAND DOLLARS (\$550,000.00), as part purchase price for the property hereinbefore described, have executed and delivered to said party of the second part six (6) certain principal promissory notes numbered respectively 1, 2, 3, 4, 5, and 6, bearing even date herewith, one (1) of said notes being for the sum of Eighty-Seven Thousand Five Hundred Dollars, (\$87,500.00), due January 2, 1924; two (2) for the sum of Seventy-five Thousand Dollars (\$75,000.00) each, due January 2, 1925; two (2) for the sum of Seventy-five Thousand Dollars (\$75,000.00) each, due January 2, 1926; and one (1) for the sum of One Hundred sixty-two Thousand Five Hundred Dollars (\$162,500.00) due January 2, 1927. All of said notes bear interest from date until maturity at the rate of Six (6) per cent per annum, payable annually for the first year and thereafter semi-annually on the 2nd days of January and July in each year, according to interest coupons attached to said notes, both principal and interest payable to the order of the said party

TREASURER'S RECEIPT

I hereby certify that I received \$22.25 and issued Receipt No. 2222 therefor in payment of mortgage tax on the within mortgage.

Dated this 2nd day of January, 1923.

WAYNE L. DICKLEY, County Treasurer