

-403-

My commission expires Aug. 8th, 1925

(SEAL)

John A. Talbot, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 12, 1923 at 4:30 o'clock P. M.; in Book 450 page 192

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

218956 C. J. COMPARED

MORTGAGE OF REAL ESTATE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2,32 and issued Receipt No. 7184 therefor in payment of mortgage tax on the within mortgage.

Dated this 12 day of Jan, 1923

WAYNE L. DICKEY, County Treasurer

Deputy

THIS INDENTURE, Made this 10th day of January, A. D.

1923 between Carl W. Baker and Minnie Baker his wife of

Tulsa County, in the State of Oklahoma, of the first part,

and Paul A. Hurd of Tulsa County, in the State of Oklahoma,

of the second part.

WITNESSETH, That said parties the first part, in consideration of the sum of Five Thousand Eight Hundred Forty Six and 35/100 Dollars the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the 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:

South East Quarter of the Northwest Quarter and the Southwest Quarter of the northwest quarter and the North half of the Southwest quarter of Section two (2), Township Seventeen (17) North, Range Thirteen (13) East, Containing 160 acres more or less.

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 belonging, or in anywise appertaining, forever.

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said Carl W. Baker and Minnie Baker his wife, have this day executed and delivered two certain promissory notes in writing to said party of the second part, described as follows:

COPY

BROKEN ARROW, Okla., January 10, 1923

\$5000.00

January 10, 1924 after date, without demand, notice or protest, we, or either of us, as principal, promise to pay to the order of, Paul A. Hurd Five thousand DOLLARS, for value received, negotiable and payable, with interest from date of the rate of 10 per cent per annum, Payable at the FIRST NATIONAL BANK OF Broken Arrow, Okla. Interest payable annually. If the interest be not paid when due it shall become a part of the principal and bear the same rate of interest. The makers, sureties and endorsers waive demand, notice and protest and agree to let the time of payment be extended without our consent from time to time until paid. In case this note is placed in the hands of an Attorney for collection I or we agree to pay ten per cent additional as Attorney's fee.

COPY

BROKEN ARROW, Okla. January 10, 1923

\$846.35

January 10, 1924 after date, without demand, notice or protest, we, or either of us, as principal, promise to pay to the order of Paul R. Hurd Eight Hundred Forty six and 35/100 DOLLARS, for value received, negotiable and payable, with interest from date of the rate of 10 per cent per annum. Payable at the FIRST NATIONAL BANK of Broken Arrow, Okla., interest payable annually. If the interest be not paid when due it shall become a part of the principal and bear the same rate of interest. The makers, sureties and endorsers waive demand, notice and protest and agree to let the time of payment be extended without our consent from time to time until paid. In case this note is placed in the hands of an Attorney for collection I or we agree to pay ten per cent additional as attorney's fee.

NOW, If the 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 notes men-