

STATE OF OKLAHOMA,
 SS:
 County of Tulsa,

Before me, a Notary Public, in and for said County and State, on this 2 day of April 1923, personally appeared Chas. Page 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 seal the day and date above set forth.

My commission expires July 1, 1926 (SEAL) E. F. Dixon-Notary Public
 Filed for record at Tulsa, Tulsa County, Oklahoma, April 2, 1923 at 4:00 o'clock P.M. and
 recorded in Book 441 Page 112
 By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

326383-10M

M O R T G A G E

COMPAID

KNOW ALL MEN BY THESE PRESENTS, That on this 7th day of February, 1923, James H. Gaddy and Mary Gaddy, his wife of Tulsa County, and State of Oklahoma, parties of the first part, in consideration of the sum of Twelve Hundred Dollars to them in hand paid, by The Deming Investment Company, party of the second part, the receipt whereof is hereby acknowledged, have mortgaged and hereby mortgage unto the said The Deming Investment Company its successors and assigns, the following described premises, situated in the County of Tulsa in the State of Oklahoma, with all the improvements thereon, and appurtenances thereto belonging, together with rents, issues, and profits thereof, and more particularly bounded and described as follows, to-wit:

The North East Quarter of North East Quarter of Section Eight
 (8) and West Half of North West Quarter of Northwest Quarter and
 West Half of East Half of Northwest Quarter of Northwest Quarter
 of Section Nine (9) in Township Seventeen (17) North, Range
 Fourteen (14) East of the Indian Meridian, containing in all 70
 acres, more or less, according to the Government Survey thereof,
 and Warrant the title to the same.

TO HAVE AND TO HOLD, the premises above described, together with all rights and claims of Homestead and Exemption of the said party of the first part, their heirs or assigns, therein to said The Deming Investment Company and to its successors and assigns, forever: Provided, Nevertheless, and these presents are made by said party of the first part upon the following covenants and conditions, to wit:

The said party of the first part covenants and agree:

First. That they are lawfully seized in fee of the premises hereby conveyed; that they have good right to sell and convey the same as aforesaid; that the said premises are clear of all encumbrances; and that they will and their heirs, executors and administrators shall forever warrant and defend the title to the said premises against all claims and demands.

SECOND. That said first party will pay to said second party or order the sum of Twelve Hundred Dollars, with interest thereon until due at the rate of 5½ per cent per annum payable annually on the First day of February in each year and in accordance with one certain promissory note of the said first part, said note being of even date herewith and bearing interest at the rate of ten (10) per cent, per annum after maturity, payable semi-annually.

Third. That the mortgagor hereby agrees to pay, before the same shall become delinquent any and all taxes, charges or assessments assessed or levied by any competent public authority, of the State in which the lands above described are located, or of the United State of America, upon the above described property, or any part thereof or any interest therein, including

Treasurer's Office
 I hereby certify that I received \$1200.00 and issued
 Receipt No. 8417 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 22 day of March 1923.
 WAYNE L. DICKLEY, County Treasurer
 Deputy