

442
IN WITNESS WHEREOF the said party of the first part has hereunto set his hand the day and year first above written.

G. A. Cairns

STATE OF OKLAHOMA, Tulsa County, ss.

Before me Georgina B. Hammett a Notary Public in and for said county and State on this 26th day of February, 1923, personally appeared G. A. Cairns and ----- 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 use and purposes therein set forth.

My commission expires July 30th, 1925

(SEAL) Georgina B. Hammett,

Notary public

filed for record in Tulsa County, Tulsa Oklahoma, Feb 26, 1923 at 2:15 o'clock P.M. in Book 442, page 208

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, county clerk

222843 C. J.

ELVA C. BARROWS
TULSA, OKLA.

STATE OF OKLAHOMA

REAL ESTATE MORTGAGE

60
793.4
26 Feb 1923
WAYNE L. DICKY, County Treasurer
W.B.

THIS INDENTURE, Made this 26 day of february in the year of our Lord, One Thousand Nine Hundred twenty three by and between Mary Bash, a widow of the County of Tulsa and

state of Oklahoma party of the first part, and ELVA C. BARROWS party of the second part;

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Thousand DOLLARS, to her in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these present does grant, bargain, sell convey and confirm, unto said party of the second part, and to his successors and assigns, FOREVER, all of the following described tracts, pieces or parcels of land, lying and situate in the county of Tulsa and State of Oklahoma, to-wit:

Lots Numbered Nineteen (19) and Twenty (20) in block Numbered One (1) in

Orchard Addition to the City of Tulsa, according to the Recorded Plat thereof,

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 successors and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part his successors and assigns, forever, against the lawful claims of all persons whomsoever.

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

1. said party of the first part is justly indebted to the party of the second part, in the principal sum of (\$1000.00) One Thousand dollars, being for a loan made by the said party of the second part, to the said party of the first part, and payable according to the tenor and effect of One (1) negotiable promissory note, executed and delivered by the said party of the first part, bearing date February 26, 1923, and payable to the order of the said party of the second part, as follows:

One for \$1000.00 due February 26, 1926