

and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part hereto has caused these presents to be signed in its name by its president, and the corporate seal to be affixed, attested by its Secretary at Tulsa, Oklahoma, the year and day first above written.

ATTEST:

By Emma G. Carr Secretary (CORPORATE SEAL) TERRACE DRIVE COMPANY
(Secretary or Officer required Company's By-laws) Name of Corporation
By J. M. Gillette President

STATE OF OKLAHOMA, Tulsa County, SS.

Before me, The undersigned a Notary Public in and for said county and state, on this 5th day of July 1922, personally appeared J. M. Gillette to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission Expires January 11th, 1926 (SEAL) C. B. Walker, Notary public
Filed for record in Tulsa County, Tulsa Oklahoma, Mch. 22, 1923 at 2:30 o'clock p. m.
in Book 442, page 522

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

225349 C. J.

COMPARED

OKLAHOMA REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That E. E. Hicks and Pray Hicks, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, hereby mortgage to Julius Kahn of Tulsa Oklahoma party of the second part, the following described real estate and premises

situated in Tulsa County, State of Oklahoma, to-wit:

Lot six (6) in Block Two (2) Carbondale, Tulsa County,

State of Oklahoma, according to the official plat thereof;

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of ONE THOUSAND & NO/100 Dollars, with interest thereon at the rate of 8 per centum per annum, payable semi-annually from date according to the terms of one certain promissory note described as follows to-wit:

One First Mortgage Real Estate note, dated March 15th, 1923, in the sum of One Thousand (\$1000.00) Dollars, due three years after date, with interest thereon at the rate of 8 per cent per annum until due, payable semi-annually on the 15th days of September and March in each year, according to the tenor of six (6) interest coupons for \$40.00 each annexed to said note, Both principal and interest payable at the office of Fidelity Investment Company in Tulsa, Oklahoma.

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

SECOND. If said mortgagor shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage then these presents shall become void; Otherwise to remain in full force and effect.

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and