

IN WITNESS WHEREOF, the said parties have herunto set their hands and seals the day and year first above written.

L. H. Agard (Scroll Seal)
W.G. Agard (Scroll Seal)

STATE OF OKLAHOMA,)
) SS.
COUNTY OF TULSA,)

Before me, a Notary Public, in and for the above named County and State, on this 21st day of February, 1924, personally appeared L.H. Agard and W.G. Agard, her husband, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal, the day and year last above written.
My commission expires Jan. 16, 1927. (SEAL) J.O.Dikis, Notary Public.
Filed for record at Tulsa, Tulsa County, Oklahoma, Feby. 23, 1924, at 1:10 o'clock P.M.
and recorded in book 443, page 288.

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

#251837 NS

CONFIDENTIAL

REAL ESTATE MORTGAGE

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Feb.

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KNOW ALL MEN BY THESE PRESENTS;

That F.S. Miller Lumber Company, of the County of Tulsa, and State of Oklahoma, for and in consideration of the sum of Twenty Five Hundred & No/100 Dollars, in hand paid by the INDUSTRIAL BUILDING & LOAN ASSOCIATION OF TULSA, Oklahoma, do hereby sell and convey unto the said INDUSTRIAL BUILDING & LOAN ASSOCIATION, and its successors or assigns, the following described land and premises, situated in the County of and the State of Oklahoma, to-wit;

Lot Eight (8) Block Twelve (12) of McGlone Addition to the City of Tulsa, Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE above granted land and premises, with all the appurtenances thereto belonging, unto the said Grantee and its successors or assigns forever.

And the said Grantors for themselves and their heirs, executors and administrators covenant with the said Grantee and its successors and assigns, that the said premises are free from incumbrance, and that have a good right and lawful authority to sell the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Grantors for themselves and their heirs, executors and assigns, hereby further promise and agree that if at any time the above described real estate be not occupied by the then owners thereof as a homestead, the rents and profits securing from the use thereof are hereby assigned to the said INDUSTRIAL BUILDING & LOAN ASSOCIATION to be collected by it, and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the obligation hereby secured the balance, if any, to be turned over to the legal owners of said real estate.

THE CONDITIONS OF THIS MORTGAGE ARE SUCH That whereas the said F.S.Miller Lbr. Co. have assigned, transferred and set over unto the said INDUSTRIAL BUILDING & LOAN ASSOCIATION, as a further security for the payment of the promissory note hereinafter mentioned, 50 shares of Series Stock in Class.....No....., issued by the INDUSTRIAL BUILDING & LOAN ASSOCIATION, on which the monthly dues are Twenty Five & no/100 Dollars, payable on the 5th day of Each month and have executed and delivered to the said INDUSTRIAL BUILDING & LOAN ASSOCIATION, promissory note, calling for the sum of Twenty five Hundred