

STATE OF OKLAHOMA, }
COUNTY OF TULSA, } ss.

On this 17th day of March, A.D. 1924, before me, the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared H.C.Hall and Mary Hall, his wife, 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.

Given under my hand and seal of office the day and year last above written.
My commission Expires Dec. 12, 1927. (SEAL) Edna Richardson, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, March 17, 1924, at 11; o'clock A.M.
and recorded in book 443, page 398.

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

#253603 NS

M O R T G A G E

THIS INDENTURE, Made this 15th day of March A.D. 1924, between B.E.Capps, and Hazel Capps, his wife, of Tulsa, County, Oklahoma, parties of the first part, and Finerty Investment Company, a corporation organized under the laws of Oklahoma, of Oklahoma City, Oklahoma, party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Sixty-four Hundred Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do...by these Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, the following described Real Estate, situated in Tulsa County, Oklahoma, to-wit;

The South West Quarter (SW $\frac{1}{4}$) of Section Fifteen (15) Township Nineteen (19) North, Range Thirteen (13) East, of the Indian Meridian, Containing 160 acres, more or less according to Government survey; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and all the rights of homestead. TO HAVE AND TO HOLD the said premises to the proper use and benefit of the said party of the second part, its successors and assigns forever. And I hereby covenant with the said Finerty Investment Company, that I hold said premises by good and perfect title; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever. And I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever. Provided Always, and these presents are upon the express condition; That if the said first parties their, executors, administrators or assigns, shall pay to the said Finerty Investment Company, its successors or assigns, the principal sum of Sixty-Four Hundred Dollars on the first day of January, Nineteen Hundred and Twenty-nine with interest on the said principal sum at the rate of six per centum, per annum, payable annually, on the first day of January, Nineteen Hundred and Twenty-five and annually thereafter, both principal and interest payable at the office of Finerty Investment Company, in Oklahoma City, Oklahoma, according to the terms of one certain promissory note or bond, of even date herewith, with coupons for interest attached thereto and also pay all taxes, and other assessments on said premises, during the continuance of this mortgage, before any of said taxes shall become delinquent, and shall pay said interest coupons as the same mature, and keep the buildings, fences, and other improvements on said premises in as good condition as at this date, and shall keep the said buildings insured in the sum of \$...., for the use and benefit of the party of the second part, and its assigns, until said principal sum.. and interest are fully paid;