

225089-ACM

MORTGAGE

COMPALED

I hereby certify that I have received \$14,000.00  
 Receipt No. 1320 the sum in payment of mortgage  
 tax on the within mortgage.  
 Dated this 21 day of March 1923.  
 WAYNE L. DICKEY, County Treasurer

THIS INDENTURE, Made this 21st day February, in the year of our Lord one thousand nine hundred and Twenty-three (1923), by and between D. N. Fink, as Trustee for George Warren Barnes, and GEORGE W. BARNES who signs this instrument as G.W. BARNES, and MADGE M. BARNES, his wife, all of the County of Muskogee and State of Oklahoma, parties of the first part, and H. H. Bell of Muskogee County, State of Oklahoma, party of the second part.

WITNESSETH, That said parties of the first part, for and in consideration of the sum of FOURTEEN THOUSAND and No/100 DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to his heirs and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in County of Okmulgee and Tulsa and State of Oklahoma, to wit:

Northeast Quarter, Section Twenty-three (23); and Northeast Quarter and Southeast Quarter, Section Fourteen (14), all in Township Sixteen (16) North, Range Thirteen (13) East of the Indian Base and Meridian, (excepting an undivided one-half interest in and to the oil, gas and other mineral rights).

TO HAVE AND TO HOLD the same, with all and singular the 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 heirs and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

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

FIRST. Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Fourteen Thousand and No/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said Parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, executed and delivered by the said Parties of the first part bearing date February 21, 1923, payable to the order of the said H. H. Bell January 1, 1933, after date, at Commercial National Bank of Muskogee, Oklahoma, or its successors with interest thereon from January 1, 1924 until maturity at the rate of six per cent per annum, payable semi-annually the first payment due July 1, 1924, and thereafter on the first days of January and July in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by eighteen coupons attached to said principal note, and of even date therewith, and payable to the order of said H. H. Bell at Commercial National Bank of Muskogee, Oklahoma, or its successors.

SECOND. Said first parties further expressly agree that they will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the State of Oklahoma, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns; and will pay all taxes levied upon this mortgage or the notes secured thereby, Upon violation of this agreement, or the passage in said State of any law imposing payment of the whole or any portion of any of the taxes or assessments aforesaid upon the mortgagee, or authorizing