

Filed for record at Tulsa, Tulsa County, Oklahoma, March 20th, 1923 at 4:00 o'clock P.M.
and recorded in Book 444 Page 429
By Brady Brown-Deputy (SEAL) O. G. Weaver - County Clerk.

225093-ACM

COMPARED

M O R T G A G E

TERRAQUETTE INSTRUMENT
I hereby certify that I received \$ 13,800 in
Receipt No. 8368 in payment of a mortgage
tax on the within mortgage.
Dated this 21 day of March 1923

WAYNE L. DICKY, County Treasurer

Deputy

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. FINZ, 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 the said parties of the first part, for and in consideration of the
sum of THIRTEEN THOUSAND FIVE HUNDRED 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, all of the following described tract, piece or
parcel of land, lying and situate in County of Tulsa and State of Oklahoma, to wit:

Northwest Quarter of Northeast Quarter and North Half of Southwest
Quarter of Northeast Quarter and Southeast Quarter of Southwest Quar-
ter of Northeast Quarter and East Half of Southwest Quarter of South-
west Quarter of Northeast Quarter and Northwest Quarter of Southwest
Quarter of Southwest Quarter of Northeast Quarter, and East Half of
Northeast Quarter, and Southeast Quarter, Section Sixteen (16), Town-
ship Seventeen (17) 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 except existing oil and
gas leases upon same and that they will warrant and defend the same in the quiet and peace-
able 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 THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars, law-
ful money of the United State 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, Okla-
homa, 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 suc-
cessors,