

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 hand and official seal the day and year above written.

My commission expires February 6 - 1924 (SEAL) Daisy L. Brenner-Notary Public
STATE OF OKLAHOMA.....MUSKOGEE COUNTY, ss.

Before me the undersigned Notary Public in and for said County and State, on this 27 day of February, 1923, personally appeared D. N. FINK to me known to be the identical person who executed the within and foregoing instrument as trustee for George Warren Barnes, 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 himself as Trustee aforesaid, for the uses and purposes therein set forth.

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

My commission expires February 6 - 1924 (SEAL) Daisy L. Brenner - Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, March 20th 1923 at 4:00 o'clock P.M.
and recorded in Book 444 Page 444

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

225099-ACM

COMPARED

M O R T G A G E

RECEIVED BY THE COUNTY CLERK
Lending office that received \$ 500.00
for the 1st mortgage on the within mortgage.
Date Feb. 24, 1923
WATSON L. BROWN, County Clerk.

THIS INDENTURE, Made this 21st day February, in the year of our Lord one thousand nine hundred 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 the said parties of the first part, for and in consideration of the sum of FIVE 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 Tulsa and State of Oklahoma, to wit:

Lots Three (3) and Four (4) Section Five (5); and Lot One (1) of Section Six (6), all in Township Sixteen (16) North, Range Fourteen (14) 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 thereof unto 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 Five 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