

STATE OF KANSAS. )  
COUNTY OF LABETTE ) SS

Before me, a Notary Public, in and for said County and State, on this Nineteenth day of March 1923, personally appeared E. M. Swatszell, to me known to be the identical person who subscribed the name of the maker thereof, to the foregoing instrument as its Vice President 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 such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

My commission expires January, 29, 1925. (SEAL) W. A. Disch, Notary Public.  
Filed for record in Tulsa, Tulsa County, Oklahoma, March 21, 1923, at 10:50 A. M. and recorded in Book 446, Page 285.

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

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~~2518.50~~ See Book 443 Page 203 MORTGAGE OF REAL ESTATE COMPARED

THIS INDENTURE made this 20th, day of March, A. D. 1913, between J. J. Simons & Ida J. Simons, his wife, of Tulsa County, in the State of Oklahoma of the first part and Ethel G. Thomas & W. M. Thomas, her husband, of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Twenty-Five Hundred Eighteen and 50/100 Dollars, (\$2518.50) the receipt of which is hereby acknowledged do by these presents grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of Lot Nine (9) Block Seven (7), in East  
Highland Addition to the City of Tulsa, Oklahoma,  
according to the recorded plat thereof,

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas said first parties have this day executed and delivered one certain promissory note in writing to said parties of the second part described as follows:

One note dated March 20, 1923, for \$2518.50, payable \$25.00  
per month with interest at 8 per cent. Interest payable with each  
note.

This is given subject to a first mortgage of 2800.00 to the Home Building and Loan Association of Tulsa, Oklahoma, which has been reduced to \$2581.50, which parties of the first part assume and agree to pay.

Now if said parties of the first part shall pay or cause to be paid to said parties of the second part their heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or