

223104-GB
(OKLAHOMA FORM) **COMPARED**
REAL ESTATE MORTGAGE

TREASURER
Presented to the County Clerk for recording
Record No. 7921 Date of recording Feb 20
Date of this instrument Feb 1923
WAYNE L. DICKEY, County Treasurer
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THIS INDENTURE, Made this twenty first day of February in the year of our Lord One Thousand Nine Hundred twenty three by and between D. L. Nigh and May Nigh, his wife, of the County of Tulsa and State of Oklahoma, hereinafter known as party of the first part, and COMMERCE TRUST COMPANY, a corporation, of Knasas City, Missouri, party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Forty two hundred and no/100 Dollars, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm, unto said party of the second part, and to its successors and assigns, forever, all of the following described real estate, lying and situated in the County of Tulsa, State of Oklahoma.

Lots Two (2) and Three (3), and Southeast Quarter of Northwest Quarter, and Southwest Quarter of Northeast Quarter of Section Six (6), Township Seventeen (17) N., Range Fourteen (14) E.

of the Indian Meridian, containing 159.26 acres, more or less, according to Government survey:

TO HAVE AND TO HOLD THE SAME: With all and singular the tenements, heriditaments and appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors 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 encumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all persons whosoever.

POVIDED ALWAYS: And this insturment is made, executed and delivered upon the following conditions, to-wit:

FIRST: Said D. D Nigh and May Nigh, his wife, being justly indebted to said party of the second part in the principal sum of Forty Two Hundred and no/100,Dollars, (\$4200.00), for money borrowed have executed and delivered to said party of the second part one certain principal promissory note numbered-----, bearing even date herewith, for the sum of Forty two Hundred and no/100--- Dollars, (\$4200.00), payable according to terms of said note with interest thereon from date until maturity at the rate of six per cent per annum, payable annually on the first days of February in each year, according to interest coupons attached to said note, both principal and interest payable to the order of the said party of the second part at its office in Kansas City, Missouri, in lawful money of the United States of America. Said note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders, become due and payable, and both principal and interest are to bear interst at the rate of eight per cent per

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