

officers, agents, employees, and all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said sewer line and for the further purpose of enabling the City of Tulsa, to do any and all necessary and convenient things, incident to such construction, operation, repairing and maintaining of such sewer line.

To have and to hold such easement and right of way unto the City of Tulsa, its successors or assigns, forever.

Dated this 12 day of January, A.D. 1924.

J. W. Barnes.

State of Oklahoma)
County of Tulsa) SS Before me, the undersigned, a Notary Public, within and for said County and State, on this 12 day of January, 1924 personally appeared J.W. Barnes to me known to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires Aug. 10, 1926.

(SEAL) J. Cassie Scott, Notary Public.

Approved as to form, I. J. Underwood, City Attorney.

Approved as to substance, Charles Schultz, City Engineer.

Filed City of Tulsa, Jan. 25, 1924, Roy Garbett, City Auditor.

Filed for record in Tulsa County, Okla. on Feb. 4, 1924, at 2:20 P.M. recorded in book 448, page 173, Brady Brown, Deputy.

(SEAL) O. G. Weaver, County Clerk.

252666 - BH

COMPARED

MORTGAGE OF REAL ESTATE

This indenture, made and entered into this 10th day of January, 1924, between H. R. Maffett, of Tulsa County, in the State of Oklahoma, of the first part, and Planters & Mechanics Bank, Tulsa County, State of Oklahoma, party of the second part.

Witnesseth, that said party of the first part, in consideration of the sum of Thirteen Hundred (\$1300.00) dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma, to-wit:

East fifty feet (50) of lots twelve and thirteen

(12 & 13) in block eighteen (18) in Gillette

Hall addition to the City of Tulsa Oklahoma.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever.

This conveyance, however, is intended as a mortgage to secure the payment of one promissory note in writing this day executed and delivered to said second party by said first party, one for \$1300.00 due ninety days after date, all payable at Planters & Mechanics Bank, Tulsa, County State of Oklahoma, with interest from maturity at the rate of eight per cent per annum, payable annually, and all providing for the payment of ten dollars and ten per cent additional as attorney's fees, in case the same be collected by legal proceedings, or be placed in the hands of an attorney for collection.

Said first party hereby covenants that he is the owner in fee simple of said premises and