

the loan evidenced by said prior bond and mortgage, that neither the payments of said prior bond or any part thereof before maturity, nor the exercising of any privilege or option written in said prior bond or mortgage, shall in any way lessen or effect the liability of the party of the first part on the note, or indebtedness secured by this mortgage.

In testimony whereof, the said party of the first part has hereunto set his hand.

Thomas Morton,  
Nannie Morton.

In the presence of E. A. Lilly,  
M. V. Lilly.

State of Oklahoma)  
Tulsa County      } SS  
                      } Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of March, 1924, personally appeared Thomas Morton and Nannie Morton his wife, 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 set forth.

(SEAL) E.A. Lilly, Notary Public,

My commission expires March 26th, 1925.

Filed for record in Tulsa County, Okla. on March 14, 1924, at 4:40 P.M. recorded in book 448, page 291, Brady Brown, Deputy,

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

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OKLAHOMA FARM MORTGAGE.

This indenture, made this 3rd day of March, A.D. 1924, between Thomas Morton and Nannie Morton, his wife of Tulsa County, Oklahoma, parties of the first part and Finerty Investment Company, a corporation organized under the laws of Oklahoma, of Oklahoma City, Oklahoma, party of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of sixteen hundred dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant <sup>for given</sup> sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

The northwest quarter (NW $\frac{1}{4}$ ) of northwest quarter (NW $\frac{1}{4}$ ) in section twelve (12) township sixteen (16) north, range twelve (12) east of the Indian Meridian, containing 40 acres more or less, according to Government survey; together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, and all the rights of homestead. To have and to hold, the said premises to the proper use and benefit of the said party of the second part, its successors and assigns, forever, And I do hereby covenant with the said Finerty Investment Company, that I hold said premises by good and perfect title; that I have good <sup>right</sup> and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever. And I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever. Provided always, and these presents are upon the express condition; that if the said first parties, their heirs, executors, administrators, or assigns, shall pay to the said Finerty Investment Company, its successors or assigns the principal sum of sixteen hundred dollars, on the first day of November, nineteen hundred and thirty three, with interest on the said principal sum at the rate of six per centum per annum, payable