

discloses that at the present time Horace Speed owns an undivided 2/3 leaving an undivided 1/3 in T. D. Evans but in reality J.S. Hopping is entitled to 1/2 of what I now hold or an undivided 1/6 interest, therefore the warranty deed heretofore given to Jesse Martin is signed by Horace Speed and wife, J. S. Hopping and wife and T. D. Evans and wife, and said deed conveys fully and completely all our title in and to said land.

Dated this 7th day of May, 1923.

T. D. Evans

State of Oklahoma,)
COUNTY OF TULSA) SS:

Before me, a Notary Public, in and for the above County and State, on this 7th day of May, 1923, personally appeared T. D. Evans to me personally known to be the identical person who executed the above instrument 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. And the said T. D. Evans who subscribed the above statements was sworn to the truth of the statements therein contained.

Witness my signature and official seal, the day and year last above written.

My Commission expires Dec. 27, 1926

(SEAL)

Anna A. Muster, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 7, 1923 at 2:00 o'clock P. M. in

Book 450, page 349

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

229750 C.J.

REAL ESTATE MORTGAGE

STATE OF OKLAHOMA, Tulsa County, ss:

THIS INDENTURE, Made this 5 day of May A. D., 1923 between Jesse Martin and Ruth Martin, husband and wife, of Okfuskee County, in the State of Oklahoma, parties of the first part, and Tom Martin of Okfuskee County, in the State of Oklahoma, party of the second part.

WITNESSETH, That said party of the first part in consideration of the sum of One Thousand & No/100 (\$1,000.00) DOLLARS, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot Four (4) of Section Three (3), Township Seventeen (17) North,
Range Thirteen (13) East of the I. B. & M.

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

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith.

One for \$1,000.00 on May 1st, 1928 made to Tom Martin, payable at Okemah, Oklahoma with 8 per cent interest per annum payable annually, and 10 per cent additional as attorney's fees in case of legal proceedings to collect, and signed by Jesse Martin and Ruth Martin,

Said first party hereby covenants that they are the owner in fee simple of said premises and that they are free and clear from all encumbrances. That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on said premises in the sum of \$----- for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first party agrees to pay all taxes and assessments lawfully assessed against said premises before delinquent

Now if said first party shall pay or cause to be paid to said second party, his