

from the proceeds of the loan herein contracted for.

COMPART

I further agree, that from the proceeds of above loan, my said Agent may deduct, and charge to the account of said loan, the expense of a complete abstract of title to the land herein described, and also the expense of procuring, and recording each and every instrument deemed by my said Agent necessary to clear the title and to perfect, absolutely, said title in myself, and to pay for the recording of all mortgages and other papers in connection with my said loan.

And I hereby agree that if said loan cannot be made by reason of defect, or irregularities in my title, of any sort, or kind, or by reason of my failure, inability, or refusal, to remove any, and all, incumbrances or clouds against the title to said land, to the entire satisfaction of my said agent, or if for any reason I am unable or refuse to complete the said loan herein contracted for, then I agree to pay my said agent, or its assigns, the compensation above specified, together with all sums expended or contracted on my account to perfect and complete my title to the above lands, and all recording and abstracting expense, said sums to be due to my said agent immediately upon my refusal, or inability, to complete said loan finally as herein contracted for, and as security for the payment of any and all sums of money to which my said agent may be entitled under this contract, I hereby pledge and mortgage to the Fidelity Land Credit Co., the above described real estate.

I hereby agree that payment to me of the net proceeds due me on account of this loan shall not be due me, or demanded from the lender, until ten days after he is in possession of properly executed, and recorded, mortgages in this loan, upon said land, and of any and all papers connected with said loan and these recorded, and of an abstract of title, which shall show the title to the land above described, which title shall be entirely satisfactory to said Fidelity Land Credit Co. and the mortgages executed in this loan, a valid and perfect, first and second lien, respectively, upon the land herein described. Said abstract shall be the property of the lender until loan is fully paid and released.

All covenants and agreements in my application for loan are hereby made a part of this contract.

I hereby state that this contract contains a full and complete statement in detail of my agreement with my said Agent, Fidelity Land Credit Co., in connection with procuring and negotiating this said loan, and that I have no other or different agreement of any sort, either with my said Agent, or with any one for them verbal or otherwise in connection therewith, or varying in any manner from this written contract, and have not and will not, agree to pay any one any commission or compensation, other than herein set forth, for the procuring or negotiating for me of this loan.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of March, A. D. 1923

M. E. Nesbitt

A. B. Nesbitt

STATE OF OKLAHOMA,)
TULSA COUNTY,) ss.

Before me, the undersigned, a Notary Public, in and for the above named County and State on this 7th day of March, A. D. 1923, personally appeared M. E. Nesbitt and A. B. Nesbitt, wife and husband, 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 last above written.

My commission expires July 30th 1925 (SEAL) Georgina B. Hammett, Notary Public
P. O. Tulsa, Okla.

Filed for record in Tulsa County, Tulsa Oklahoma, May 26, 1923 at 11:00 o'clock A. M.
in Book 450, page 568 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk