

RECEIVED
 Hereby certify that I have received of the
 Receipt No. 9833, the sum of \$100.00 in full of the
 tax on the within instrument.
 Dated this 2 day of June 1923
 WAYNE L. DICKLEY, County Treasurer
 Deputy

232253 - BH

COMPARED

FIRST REAL ESTATE MORTGAGE.

This indenture, made this second day of June, A.D. 1923 by and between Homer L. Smith and Alice V. Smith, husband and wife, of the county of Tulsa, and State of Oklahoma, parties of the first part, and B. L. Conway, a party of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of three hundred dollars to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell convey and confirm unto said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece or parcel of land lying and situate in the County of Tulsa, and State of Oklahoma, to-wit: The N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$; NE $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$; and the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of section twenty eight (28) township twenty one (21) north, range fourteen (14) east, containing sixty (60) acres, more or less. Subject to a prior mortgage of \$1400.00 to Cum Brothers Company, dated July 18th, 1921 and a mortgage of 400.00 to B. L. Conway, dated March 3rd, 1923.

To have and to hold the same, with all and singular the tenements, hereditaments 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 his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against claims of all persons whomsoever.

Provided, always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

First, said parties are justly indebted unto the second party in the principal sum of three hundred (300) dollars being for a loan made by the said second party to the said first parties and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties bearing date June 2nd, 1923, and payable to the order of said second party on the 2nd day of June, 1924, at the office of M. A. Lilly, Tulsa, Oklahoma, with interest thereon from date until maturity at the rate of ten per cent per annum, payable semi-annually, which interest is evidenced by two (2) coupon interest notes of even date herewith, and executed by the said first parties, one (the first) for fifteen & no/100 dollars, due on the 2nd day of December, 1923, and one note for fifteen & no/100 dollars each due on the 2nd day of June, 1924. - respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum, and are made payable at the order of said second party at the office of M. A. Lilly, Tulsa, Oklahoma, with exchange on New York.

Second, The said parties of the first part agree to keep all buildings, fences, and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Third. It is further expressly agreed by and between the parties herunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case/default in the payment of any installment of taxes or assessments upon said premises or the premium for fire insurance as hereinbefore