

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 July 5, 1923, at 2:00 P.M. and duly recorded in book 455, page 543, By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk

235013 -BH

COMPARED

REAL ESTATE MORTGAGE.

This indenture, made this 30th day of June, A.D. 1923, by and between M. H. Hardesty and Mary E. Hardesty, husband and wife of the County of Tulsa, and State of Oklahoma, parties of the first part, and B. L. Conway party of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of five 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:

Lots fifty five (55) and fifty six (56) in Block Nine
(9) in Forest Park Addition to the City of Tulsa, Oklahoma,
according to the re-amended recorded plat thereof,

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 encumbrances, 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 first parties are justly indebted unto the second party in the principal sum of five hundred 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 30th, 1923, and payable to the order of said second party on the 30th day of June, 1924, at the office of E. A. Lillystrand, Tulsa, Oklahoma, with interest thereon from date until maturity at the rate of 10 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 twenty five & no/100 dollars, due on the 30th day of December 1923, and one note for twenty five and no/100 dollars, due on the 30th day of June, 1924, respectively. Each of said principal and interest notes bear interest after maturity at the rate of 10 per cent per annum, and are made payable at the order of said second party at the office of E. 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 hereunto that