

STATE OF OKLAHOMA,
COUNTY OF TULSA, ss.

Before me, C. R. Bumgarner, a Notary Public, in and for said County and State, on this 10th day of April, 1923, personally appeared J. H. Hill to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as its agent and attorney in fact, and acknowledged to me that he executed the same as his free and voluntary act and deed/^{and} as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS MY hand and official seal the day and year last above written.

My commission expires October 8, 1924 (SEAL) C. R. Bumgarner-Notary Public,
Filed for record at Tulsa, Tulsa County, Tulsa County, Okla.

Oklahoma, June 11, 1923 at 9:00 o'clock A.M. and recorded in Book 457 Page 229

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

232944-ACM

MORTGAGE OF REAL ESTATE

COMPARED

THIS INDENTURE, Made this 5th day of June A.D., 1923 between W. E. Simmons and Beulah M. Simmons of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and E. E. Luster of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part,

WITNESSETH, That said part--- of the first part, in consideration of the sum of Two Hundred and No/100 and Dollars the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all the following described Real Estate, situate in Tulsa County, and State of Oklahoma, to-wit:

Lots one and twelve in block seven and lots

one and twelve in block ten in College Addition

to the town of Broken Arrow,

TO HAVE AND TO HOLD THE SAME, Unto the said

party of the second part, his heirs and assigns, to-

gether with all and singular the tenements, hereditaments and appurtenances belonging, or in anywise appertaining, forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said W. E. Simmons and Beulah M. Simmons have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

BROKEN ARROW, OKLA., June 5th 1923, \$200.00

one year after date, without demand notice or protest, we, or either of us, as principal, promise to pay to the order of E. E. Luster Two Hundred and No/100 DOLLARS, for value received, negotiable and payable, with interest from date at the rate of ten per cent per annum, payable at the FIRST NATIONAL BANK, Broken Arrow, Okla. interest payable annually. If the interest be not paid when due it shall become a part of the principal and bear the same rate of interest. The makers, sureties, and endorers waive demand, notice and protest and agree to let the time of payment be extended without our consent from time to time until paid. In case this note is placed in the hands of an Attorney for collection, I, or we, agree to pay ten per cent additional as Attorney's fee.

W. E. Simmons

Beulah M. Simmons

NOW, if the said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the

TREASURER ENDORSEMENT
I hereby certify that I received \$200.00 and issued
Receipt No. 10021 therefor in payment of mortgage
tax on the within mortgage.
Dated this 12 day of June 1923
WAYNE L. DICKEY, County Treasurer
A. J. Deputy