

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 said Corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year last above written.

COMPARED

My commission expires May 1st, 1926 (SEAL) A. V. Long-Notary Public  
Filed for record at Tulsa, Tulsa County, Oklahoma, June 12, 1923 at 4:00 o'clock P.M. and recorded in Book 457 Page 251

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

233117-ACM COMPARED REAL ESTATE MORTGAGE

THIS INDENTURE, made this 6th day of June, A.D. 1923, by and between J. G. Justice and Loie Justice, his wife of the County of Tulsa and State of Oklahoma, party of the first part, and EXCHANGE TRUST COMPANY, a corporation, organized under the laws of the State of Oklahoma, having its principal office at Tulsa, Oklahoma, party of the second part:

TREASURER  
I hereby certify that I received \$100 and issued Receipt No. 10034 therefor in payment of mortgage tax on the within mortgage.  
Dated this 12 day of June 1923  
WAYNE L. DICKEY, County Treasurer  
Deputy

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, by these presents, do grant, bargain, sell, convey and mortgage unto said party of the second part, its successors and assigns, forever, all of the following described tract, piece or parcel of land, situated in the County of Tulsa, and State of Oklahoma, to-wit:

North Half of Northeast Quarter of Section Twenty-three (23), Township Twenty (20) North, Range Thirteen (13) East of the Indian Base and Meridian, containing 80 acres, more or less, according to the United States Survey 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 its successors and assigns forever.

Said party of the first part does hereby covenant and agree that at the delivery hereof the said party of the first part is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that the said party of the first part will WARRANT AND DEFEND the title to the same in said party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following described conditions, to-wit:

First-This Mortgage is given as security for the performance of the covenants herein and payment to the said EXCHANGE TRUST COMPANY of the principal sum of ONE THOUSAND AND NO/100 DOLLARS, according to the terms and conditions of one certain negotiable promissory note made and executed by party of the first part, bearing even date herewith with interest thereon from the 15th day of June 1923, until maturity at the rate of 5½ per cent, per annum, payable annually. But with interest after maturity at the rate of ten per cent, per annum, payable monthly which interest is evidenced by coupon interest notes thereto attached. It is further agreed that in no event shall the rate of interest upon the indebtedness secured hereby ex-