

within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires Dec. 2, 1924

(SEAL)

C. J. Thornton, Notary
Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 5, 1923 at 11:00 o'clock A. M.
in Book 464, page 11

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

234995 C. J.

SECOND REAL ESTATE MORTGAGE

TREASURER'S RECEIPT
I hereby certify that I received \$ 804 and have
Receipt No. 10478 therefor in payment of mortgage
tax on the within mortgage.

Dated this 7 day of July 1923

H. W. Buckley, County Treasurer
P. L. B.

THIS INDENTURE, Made this 2nd day of July in the
year of our lord One Thousand Nine Hundred
Twenty-three by and between J. J. Firestone and
Bessie E. Firestone, his wife, of the County of
Tulsa and State of Oklahoma, parties of the first

first part, and R. W. Drake party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of THREE HUNDRED SEVENTY-TWO & 27/100 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:

All of Lot Five (5), in Block One (1), in Faunsdale Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, together with all improvements thereon.

(It is understood and agreed by and between the parties hereto that this mortgage is subject and inferior to a first mortgage for One Thousand Dollars (\$1,000.00) to the Farm and Home Savings and Loan Association of Missouri, said mortgage being dated June 20th, 1923, and payable in equal monthly installments, and if it is made a further consideration of this mortgage, that in case two or more payments to the farm and Home Savings and Loan Association of Missouri are allowed to become delinquent, the within mortgage shall immediately become due and payable.)

TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise 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 the 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 the lawful claims of all persons whomsoever.

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

FIRST: Said J. D. Firestone and Bessie E. Firestone, his wife, are justly indebted unto the said party of the second part in the principal sum of Three Hundred Seventy-