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sidewalks and other public improvements as in his judgment is necessary and advisable, and assess the just pro-rata cost against the lots benefited or affected thereby, and purchaser for himself, his heirs, successors and assigns, covenants and agrees that upon the installation of such sewers, sidewalks and public improvements of either of them, he will thereupon pay his proportionate part of the costs of the same ascertained as aforesaid. The within land is no part of my Homestead, and has never been occupied as such.

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IN WITNESS WHEREOF, I have hereunto set my hands the day and year first above written Chas Page

STATE OF OKLAHOMA, COUNTY OF TULSA

B efore me, a Notary Public in and for said County and State, on this 21 day of April 1925, personally appeared Chas. Page, to me known to be the identical person who executed the 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.

Witness my hand and seal the day and date above set forth. My commission expires July 1, 1926 (SEAL) E. F. Dixon, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, July 5, 1923 at 11:50 o'clock A.M. in Book 464, page 17 (SEAL) O. G. Weaver, County Clerk By Brady Brown, Deputy

235050 C.J. SECOND MORTGAGE

THIS IN ENTURE, Made this 5th day of July A. D. 1923 by and between Clarence Francis Ricketts, A. Creek By Blood, Roll Number 278, and Martha Ricketts, His wife of the County of Tulsa, and State of Oklahoma, party of the first part, and FINERTY INVESTMENT COMPANY a corporation, organized under the laws of Oklahoma, of Oklahoma City, State of Oklahoma, party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of Two Hundred Forty Dollars the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby GRANT, BARGAIN, SELL AND MORIGAGE to said party of the second part, its successors and assigns forever, the following described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging situated in Tulsa County, State of Oklahoma, to-wit:

> Lot One (1); and South East quarter (SE4) of North East Quarter (NE4) of Section Six (6); and Lot four (4); and North Half (N2) of South West Quarter (SW+) of North West Quarter (NW+) and South West Quarter (SW+) of South West Quarter (SW1) of North West Quarter (NW1); and North Half (N2) of south East Quarter (SE1) of South West Quarter (SW1) of North West Quarter (NW1) and South West Quarter (SW1) of South East Quarter (SE1) of South West Quarter (SW1) of North West Quarter (NW1) of Section Five

(5), All in Township Seventeen (17) North, Range Thirteen (13) East of the Indian Meridian, containing 158.99 acres, more or less, according to government survey, together with the rents, issues and profits thereof, and warrant, and will defend the title to the same. This mortgage being subject however, to a prior bond and mortgage of the same date, between the first party hereto and said FINERTY INVESTMENT COMPANY, for a principal sum of Sixteen Hundred Dollars.

The said sum of \$240.00 hereby secured, is evidenced by a certain promissory note of even date herewith, executed by the party of the first part, and payable to the order