

the First Parties, provided, however, that the forfeiture herein provided shall never be invoked and shall never become operative against any corporation, partnership, or individual who has become a mortgagee in good faith prior to the breach of the foregoing covenants, to the extent of said mortgagee's interest in and to the land and premises herein conveyed. Parties of the First Part further reserve the right to construct and maintain a sewer line across said premises as shown in the original plat.

TO HAVE and to HOLD the same together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining forever.

And the said C. H. Terwilleger and Mary A. Terwilleger, his wife, for their heirs, executors, and administrators, do hereby covenant, promise and agree with the said Party of the Second Part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises with the appurtenances; that the same are free, clear, discharged, and unencumbered of and from all other and former grants, title, charges, estates, judgments, taxes assessments, and encumbrances of whatever kind and nature except special assessments not yet due, and general taxes for 1924 and subsequent years, and ----- which Party of the Second Part assumes and agrees to pay, and that they will warrant and forever defend the same unto the party of the Second part his heirs, administrators, assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said Parties of the First Part have hereunto set their hands the day and year first above written.

C.H. Terwilleger

Mary A. Terwilleger

STATE OF OKLAHOMA,)
) ss.
TULSA COUNTY,)

- Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of July, 1923, personally appeared C.H. Terwilleger and Mary A. Terwilleger, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires August 19th 1926 (SEAL) Harry L. Jenkins, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 20, 1923 at 11:55 o'clock A.M.
in Book 464, page 291

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

236198 C. J. COMPARED

REAL ESTATE MORTGAGE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$40.00 and issued Receipt No. 10,738 therefor in payment of mortgage tax on the within mortgage

Dated this 21 day of July, 1923
W. W. Stuckey, County Treasurer

THIS INDENTURE, Made this 27 day of Feb A. D. 1923

between Sam Childers party of the first part & Eva Childers, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and W. T.

Besser second party of Keystone of the second part.

WITNESSETH: The said parties of the first part, in consideration of the sum of \$1000 one thousand DOLLARS, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said parties of the second parties his heirs and assigns, all the following described real estate, situated 1 1/2 mile west of