

464

and the said first party agrees to perfect the title to said tract and furnish an abstract of the same showing perfected title within 20 months from the date hereof Except: Sickness It being understood that the said first party binds himself to perfect said title and furnish said abstract, When said title is perfected and said abstract is furnished, the balance of the purchase price of Five Hundred Dollars (\$500.00) shall be due and payable as follows: First Payment January 20, 1923 \$25.00 and \$25.00 on the 20 of each succeeding month till paid in full. Interest at rate of 10 per cent semi annually and a failure on the part of the second party to make such payment within 20 months shall work a forfeiture of the part payment herein acknowledged, and shall cancel this agreement.

In case said title cannot be perfected within the said 20 month herein provided the second party shall have the option of declaring said trade off and shall receive back the amount paid, or may extend the time, as he shall see fit.

Witness

R. J. Sitter
Mattie M. Sitter

Arthur O. Sitter
Party of the first Part
B. L. Ham
Party of the Second Part

COMPARED

STATE OF MISSOURI,)
City of St. Louis) ss.

BE IT REMEMBERED, That on this 16th day of December 1922, before me, a Notary Public in and for said City and State, personally appeared Arthur O. Sitter and ----- 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.

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 May 4th 1923 (SEAL) Bernenice Daly, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, July 10, 1923 at 1:00 o'clock P. M.
in Book 464, page 76

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

235388 C.J. REAL ESTATE MORTGAGE COMPARED Tulsa 12-5-22

KNOW ALL MEN BY THESE PRESENTS:

That J. W. S. Bower and Hattie M. Bower, his wife, of Muskogee, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to THE CENTRAL NATIONAL BANK OF TULSA, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2) Township Eighteen (18) North, Range Fourteen (14) East, with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the sum of Five Thousand Dollars (\$5,000.00), with interest at the rate of eight per cent (8%) per annum, payable quarterly from date, according to the terms of one (1) certain promissory note, described as follows, to-wit:

One (1) note in the sum of Five Thousand Dollars (\$5,000.00), dated June 20th, 1923, due ninety (90) days after date, executed by J. W. S. Bower and R. B. Mitchell.