

STATE OF OKLAHOMA }
TULSA COUNTY }

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COMPARED

Before me, the undersigned a notary public in and for said County and State, on this 10th. day of September 1923, personally appeared Emma Ealy Hunter and John L. Hunter, her husband 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 therein set forth,

Witness my hand and official seal the day and year last above written,
My Commission expires Feb.- 21st, 1927 (seal) Everett M. Byers Notary Public,
Filed for Record in Tulsa, Tulsa County, Oklahoma, September 11- 1923. at 5:00 O'Clock P. M.,
and Recorded in Book 474, Page 170 .

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

#239838 EC

SECOND REAL ESTATE MORTGAGE:
(Corporation Form)

This indenture, Made this 29th day of August in the year one thousand nine hundred and 23 between M. E. Curnutt and Lucy Curnutt, husband and wife of Tulsa part of the first part, and THE FIRST NATIONAL BANK OF BROKEN ARROW, Tulsa County, Okla., party of the second part,

WITNESSETH, That the said parties of the first part for and in consideration of the sum of Forty Four Hundred & No/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged he granted, bargained, sold, remised, released and, confirmed, and by these presents, do grant, bargain, sell release, and confirm unto the said party of the second ^{part} ~~part~~, its successors and assigns, forever all of the following described real estate, lying and being in the County of Tulsa and State of Oklahoma, to-wit:-

Lots Twenty One (21). Twenty Two (22). Twenty Three (23),
and Twenty Four (24), in Block Forty (40) in the original
town of Broken Arrow, Okla,

Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the above bargained premises unto the said party of the second part, its successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever; and the said part of the first part do covenant with the said party of the second part, its successors and assigns, that at the time of delivery of these presents ate well seixed of said premises in fee simple; that they are free from all incumbrances and changes whatever and that they will and their heirs, executors and assigns shall forever warrant and defend the title to the same against all law-
ful claims whatsoever;

PROVIDED always that these presents are upon the express condition, that the said part, of the first part shall and do well and truly pay or cause to be paid to the said party of the second part, its successors or assigns the sum of Forty Four Hundred & No/100 Dollars with interest according to a certain promissory note bearing even date herewith, executed by M. E. Curnutt and Lucy Curnutt, husband and wife, to said party of the second part, its successors and assigns, to which these presents are collateral. and shall also pay and discharge or cause to be paid within the time prescribed by law, all such taxes and assessments of whatsoever nature, as shall by any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed upon said premises above described, including the taxes upon the mortgage interest of the said party of the second part in and to said premises by virtue of this mortgage; and shall also insure and keep insured the buildings erected and to be erected on the said premises above described, in some good and responsible