

COMPARED

and purposes therein set forth.

Witness my hand and official seal the day and year last above written,
 My Commission expires Aug., 28- 1924, (seal) Joseph C. Dowdy Notary Public,
 Filed for Record in Tulsa, Tulsa County, Oklahoma, September 12- 1923, at 8.00 O'clock P. M.,
 and Recorded in Book 474, Page 175,
 By Brady Brown Deputy (seal) O. G. Weaver, County Clerk

239839 EC COMPARED SECOND REAL ESTATE MORTGAGE;

This indenture, Maderthis 29th, day of August in the year one thousand nine hundred and 23, between William H. Curnutt and Cynthia P. Curnutt, husband and wife of Broken Arrow, Tulsa County, Okla., parties of the first part and The First National Bank, of Broken Arrow, Okla., Tulsa County, Okla., party of the second part.,

Witnesseth, That the said part 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, have granted, bargained, sell, releas and confirmed, and by these presents do grant, bargain, sell release and confirm unto the said party of the second part, its successors and assigns, forever all of the following descr-

beed real estate, situate, lying and being inthe /County of Tulsa and State of Oklahoma, to-wit

Lots Thirteen (13), Fourteen (14), and Fifteen (15), in Block

Fifty Four (54), Original Town of Broken Arrow, Okla.,

Lots One (1) Two (2), and Three (3), and Four (4), in Block

Seventy (70), Original town of Broken Arrow, Okla.,

Lots Eleven (11), Twelve (12), Thirteen (13) Fourteen (14),

Fifteen (15) and Sixteen (16) in Block Fifty Eight (58),.

Original town of Broken Arrow, Ok.,.

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 part 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 party ~~for the second part~~, its successors and assigns, that at the time of the delivery of these presents are well seized of said premises in fee simple; that they are free from all incumberances and charges whatsoever and that they and their heirs, executors and assigns shall forever warrant and defend the title to the same against all lawful claims whatsoever;

PROVIDED always, that these presents are upon the express condition, that the said par t 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 William H. Curnutt and Cynthia P. 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 disch-
 are or cause to be paid within the time prescribed by law, all such taxes and assessments of whatever nature, as shall by any lawful authority, while the ~~money~~ ^{on} secured by these presents remain 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 building erected and to be erected on the premises above described, in some good and responsible fire insurance company, to be approved by the party of the second part, against loss and dam age by fire, in the sum of at least Forty Four hundred & No /100 Dollars, for the benefit of the party of thesecond

TREASURER'S ENDORSEMENT

I hereby certify that I received \$440 and issued

Receipt No. 1154 therefor in payment of mortgage

tax of the within mortgage.

dated this 13 day of Sept 1923

W. W. Stuckey, County Treasurer

Deputy