

the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in M<sub>o</sub>nett, Missouri the day and year first above written.

My term of office as a Notary Public will expire Mar. 6, A. D. 1924

(SEAL)

E. A. O Dwyer, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sept 27, 1923, at 9:10 o'clock A. M.  
in Book 475, page 230

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

240951 TULSA COUNTY'S ENDORSEMENT

REAL ESTATE MORTGAGE

COMPARED

I hereby certify that I received 2.00 and issued  
Record No. 11840 the sum of mortgage

tax on the within mortgage

Dated this 5th day of Sept. 1923

W. W. Brown, Notary Public

Deputy

THIS INDENTURE, Made this 24th day of September A.D.  
1923 between Fred Shaw, of Tulsa County, in the State  
of Oklahoma party of the first part, and Guy Davis  
and W. O. Dickenson, of Tulsa, Oklahoma, parties of

the second part;

WITNESSETH, That said party of the first part, in consideration of the sum of One Dollar and other good and valuable considerations paid, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

All of the North Seventy (70) feet of Lot Six (6) in Block One Hundred Seventy (170), of Original Town or City of Tulsa, according to the recorded plat thereof;

Subject to a first mortgage for \$15,000.00 to the National Bank of Commerce of Tulsa, Oklahoma.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the parties of the second part from loss or damage by reason of them having become surety and endorser upon certain promissory notes of first party heretofore given as follows:

One Note to Exchange National Bank of Tulsa, Oklahoma, dated September 17, 1923, for \$2000.00, due 90 days after date; endorsed by Guy Davis; one note for \$5,000.00 dated September 1922, to Columbia National Bank of Kansas City, Mo., due 90 days upon which W. O. Dickenson is surety, or any renewal thereof, for a like or different sum; one note for \$3,000.00 dated September 21, 1922, due ninety days, payable to National Bank of Commerce, of Tulsa, Oklahoma, or any renewals thereof; upon which note W. O. Dickenson, is surety for first party. One note for \$3,000.00, dated September 24, 1923, due ninety days, payable to Exchange National Bank, of Tulsa, Oklahoma, upon which note W. O. Dickenson is surety for first party.

Said first party hereby covenant that he is owner in fee simple of said premises and that they are free and clear of all incumbrances except as above stated.

That he has good right and authority to convey and encumber the same, and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on said premises in the sum of \$----- for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Two hundred \$200.00 Dollars as attorney's or solicitor's