475

this 5th day of October 1923, personally appeared Margaret M. Morton and F. Craig Morton, 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 above set forth.

My commission expires August 25th 1927 (SEAL) Roy L. Ware, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 5, 1923 at 2:50 o'clock P. M. in

Book 475, page 245

By Brady Brown, Deputy

(SEAL)

and the contract of the contract of

O. G. Weaver, County Clerk

241033 C.J.

THEASURER'S ENDORSEMENTS
I however, and and issued
Receipt, a // 719 that of a populate of montage

Dates in 28 and Sept. 1923
W. W. S. Saling
Deputy

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 27th day of September A.D.

1923, by and between S.J. Meyers and Marion Kathyrn

Meyers, husband and wife of Tulsa County, State of
Oklahoma, of the first part, and Gerald F. Benedict

and G. O. Hollow of the second part,

WITNESSETH; That the said parties of the first part, in consideration of the sum of Seventeen hundred eighty seven and 22/100 DOLLARS, to us in hand paid, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit: Lots 11 and 12, Block Three (3) in Orchard Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof. This is a second Mortgage, given subject to a First Mortgage in the sum of \$850.00 to the Local Building & Loan Association of Oklahoma, which said first Mortgage is payable at the rate of \$11.82 per month and the second mtg. payable at the rate of \$20.00 per month including interest, with the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances First Mortgage to the Local Building & Loan Association in the sum of \$850.00

This grant is intended as a mortgage to secure the payment of the sum of Seventeen Hundred eighty seven and 22/100 DOLLARS, according to the terms of one certain promissory note, this day executed and delivered by the said parties of the first part to the said parties of the second part, described as follows, to-wit:

Dated September 27th 1923 and payable at the rate of \$20.00 per month including interest on the 15th day of October, 1923 and \$20.00 including interest on the 15th day of each month thereafter until the whole sum of \$1787.22 is paid.

