

475

IN WITNESS WHEREOF, the parties of the first part-- have hereunto set their hands
the day and year first above written.

Inne Wood Rees

Forest R. Rees

State of Oklahoma Tulsa County, ss.

Before me the undersigned a Notary in and for said County and State on this 12th day of October, 1923, personally appeared Forest R. Rees and Inne Wood Rees, his wife, 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 use and purposes therein set forth.

My commission expires Dec. 22, 1924

(SEAL)

in Seal
C. T. Scott, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 16, 1923 at 2:30 o'clock P. M. in Book 475, page 489

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

242270 C.J.

REAL ESTATE MORTGAGE

COMPARED

THEASURER'S ENDORSEMENT
I have received and issued \$2.00 and issued
Permit to 1008 for payment of mortgage
tax on lot 17, Block 7, Forsythe Addition.

Dated 17 Oct. 1923

S.B.

THIS INDENTURE, Made this twentieth day of September 1923, between J. E. Sommers and his wife Effa Sommers in Tulsa County and State of Oklahoma, parties the first part, and the FARM AND HOME SAVINGS AND LOAN ASSOCIATION OF MISSOURI, a corporation organized under

the laws of the State of Missouri party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two Thousand DOLLARS, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto said party of the second part, its successors and assigns forever, all the following described real estate, lying and situated in the County of Tulsa and State of Oklahoma, to-wit:

All of Lot Number Seventeen (17), in Block Number seven (7) in the Lynch &

Forsythe Addition to the City of Tulsa, Oklahoma, according to the

Recorded plat thereof, and all improvements thereon.

And all right, title, estate and interest of said grantors in and to said premises, including all homestead rights, which are hereby expressly waived and released, together with all rents of said property, with full power and authority to collect the same in case the conditions of this mortgage become broken in any particular, and with all and singular the tenements, hereditaments and appurtenances thereto belonging;

TO HAVE AND TO HOLD THE SAME unto said party of the second part, its successors and assigns forever. Said parties of the first part hereby covenant with said party of the second part its successors and assigns, that at the delivery hereof they are the true and lawful owners of the said premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that there is no one in adverse possession of same and that they will warrant and defend the same against the lawful and equitable claims of all persons whomsoever

PROVIDED ALWAYS, And these presents are upon the express conditions that, whereas, the said party of the second part at the special instance and request of said parties of the first part, loaned and advanced to J. E. Sommers and his wife Effa Sommers the sum of Two Thousand DOLLARS,

AND WHEREAS, Said parties of the first part agree with the said party of the second part, its successors and assigns to pay all taxes and assessments, general and special, against