STATE OF OKLAHOMA. Tulsa County.

Before me, A. E. Henry a Notary Public in and for said County and State on this 18th day of September 1923, personally appeared J. E. Steinberg and Sadie Steinberg to me known to be the identical person 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.

My commission expires May 25, 1924. (Seal) A. E. Henry, Notary Public. Filed for record in Tulsa, Tulsa County, Oklahoma, September 19th, 1923, at 11:00 o'clock A. M. and recorded in Book 479, Page 40.

By Brady Brown, Deputy.

0. G. Weaver, County Clerk.

STATE OF OKLAHOMA 240367 CM PIR'S ENDORSEMENHEAL ESTATE MORTGAGE.

COMPARED

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tax on the within mornage.

Dated this 19 day of Sept. 1923

W. W Stackey, County it regumen

This Indenture, Made this 28 day of August in the year of our Lord, One Thousand Nine Hundred twentythree by and between M. M. Holmes and Maude M. Holmes

W. W Stackey, County it repaired three by and between M. M. Holmes and Maude M. Holmes husband and wife of the County of Tulsa and State of Oklahoma parties of the first part, and J. J. Daly party of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Twenty-five Hundred Dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and by these persent do grant, bargain, sell convey and confirm, unto said party of the second part, and to his successors and assigns, FOREVER, all of the following described tract, piece or parcel of land, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

Lot Numbered Three (3) in Block Numbered Four (4), in Midway Addition to the City of Tulsa, according to the Recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his successors and assigns, forever. 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, and that they will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part his successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made and executed upon the following conditions. to-wit:

1. Said parties of the first part are justly indebted to the party of the second part, in the principal sum of (\$2500.00) Twenty-five Hundred Dollars, being for a loan made by the said party of the second part, to the said parties of the first part, and payable according to the tenor and effect of One (1) negotiable promissory note, executed and delivered by the said parties of the first part, bearing date August 28, 1923, and payable to the order of the said party of the second part, as follows:

One for \$2500.00 due August 28, 1926.

All payable at the office of Exchange National Bank, Tulsa, Okla. with interest thereon from date until maturity or default, at the rate of Eight (8) per cent per annum, and at the rate of 10 percent per annum after default or maturity, payable semi-annually, both before and after maturity, on the 28 day of February and August in each year. The installments of

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